AccuKare

Employee Handbook

All information is to be considered confidential and is to be treated in accordance with agency policy.

September 2026

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Office Hours

It is always a good idea to call before coming to the office so that we may ensure your needs being met as Administration may be assisting another individual.
Office Hours are Monday through Friday 9:00am - 3:00pm except on designated holidays. If a call is placed during business hours, after business hours or if the lines are all occupied a voicemail system will take your message and someone will return your call as soon as feasible.

During office hours, calls are to be placed to:

(763) 862-3971

If there is a staffing emergency the number to call either during business hours or after business hours is:

(763) 442-9507

The fax machine number is:

(763) 862-2135

Time card email
timecards@accukare.com

Company Website
www.Accukare.com

A-00 & PHR-50 Policy Date: 06-10-2002
Revised Date: 05-02-2013

Confidentiality/Data Privacy Policy

As the result of employment at AccuKare, Inc., employees will acquire and have access to confidential information belonging to the company, employees, and/or clients. This information is of a personal and private nature. This policy relates to such matters as the personnel and compensation information, accounts, trade secrets, procedures, manuals, financial costs and sales data, supply sources and resources, contracts, price lists, accounting and bookkeeping practices, office policies and practices, financial information, data, records (i.e. medical and personnel, etc.), reports, sales data, expense information, business plans, general and specific, prospect names and lists, existing and potential business opportunities, confidential reports, customer lists and contracts, litigation and other legal matters, as well as information specific to the company's products and services.

Employees will maintain client confidentiality in all work settings, including but not limited to; business offices, meeting centers, apartment buildings, therapy centers, community engagements, social settings, etc. All information exchange must be on a need to know basis as determined by agency of employment.

As a condition of employment, all employees must agree that all such information is the exclusive property of the company and/or client, and that they will not at any time divulge or disclose, electronically post to anyone, except in the responsible exercise of their jobs, any such information, whether or not it has be designated specifically as "confidential."

AccuKare recognizes the right of each person receiving services in this program to confidentiality and data privacy. This policy provides general guidelines and principles for safeguarding service recipient rights to data privacy under section 245D.04 , subdivision 3(a) and access to their records under section 245D.095, subdivision 4, of the 245D Home and Community-based Services Standards.

A. Private Data
    1. Private data includes all information on persons that has been gathered by AccuKare or from other sources for program purposes as contained in an individual data file, including their presence and status in this program.
    2. Data is private if it is about individuals and is classified as private by state or federal law. Only the following persons are permitted access to private data:
        a. The individual who is the subject of the data or a legal representative.
        b. Anyone to whom the individual gives signed consent to view the data.
        c. Employees of the welfare system whose work assignments reasonably require access to the data. This includes staff persons in this program.
        d. Anyone the law says can view the data.
        e. Data collected within the welfare system about individuals are considered welfare data. Welfare data is private data on individuals; including medical and/or health data. Agencies in the welfare system include, but are not limited to: Department of Human Services; local social services agencies, including a person's case manager; county welfare agencies; human services boards; the Office of Ombudsman for Mental Health and Developmental Disabilities; and persons and

entities under contract with any of the above agencies; this includes this program and other licensed caregivers jointly providing services to the same person.

f. Once informed consent has been obtained from the person or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services

3. Data created prior to the death of a person retains the same legal classification (public, private, confidential) after the person's death that it had before the death.

B. Providing Notice

At the time of service initiation, the person and his/her legal representative, if any, will be notified of AccuKare's data privacy policy. Staff will document that this information was provided to the individual and/or their legal representative in the individual record.

C. Obtaining Informed Consent or Authorization for Release of Information

1. At the time informed consent is being obtained staff must tell the person or the legal representative individual the following:
   a. why the data is being collected;
   b. how the agency intends to use the information;
   c. whether the individual may refuse or is legally required to furnish the information;
   d. what known consequences may result from either providing or refusing to disclose the information; and with whom the collecting agency is authorized by law to share the data. What the individual can do if they believe the information is incorrect or incomplete;
   e. how the individual can see and get copies of the data collected about them; and any other rights that the individual may have regarding the specific type of information collected.
2. A proper informed consent or authorization for release of information form must include these factors (unless otherwise prescribed by the HIPAA Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. section 164):
   a. be written in plain language;
   b. be dated;
   c. designate the particular agencies or person(s) who will get the information;
   d. specify the information which will be released;
   e. indicate the specific agencies or person who will release the information;
   f. specify the purposes for which the information will be used immediately and in the future;
   g. contain a reasonable expiration date of no more than one year; and
   h. specify the consequences for the person by signing the consent form, including: "Consequences: I know that state and federal privacy laws protect my records. I know:
      - Why I am being asked to release this information.
      - I do not have to consent to the release of this information. But not doing so may affect AccuKare's ability to provide needed services to me.

- If I do not consent, the information will not be released unless the law otherwise allows it.
- I may stop this consent with a written notice at any time, but this written notice will not affect information AccuKare has already released.
- The person(s) or agency(ies) who get my information may be able to pass it on to others.
- If my information is passed on to others by AccuKare, it may no longer be protected by this authorization.
- This consent will end one year from the date I sign it, unless the law allows for a longer period."

i. Maintain all informed consent documents in the consumer's individual record.

D. Staff Access to Private Data

1. This policy applies to all program staff, volunteers, and persons or agencies under contract with AccuKare (paid or unpaid).
2. Staff persons do not automatically have access to private data about the persons served by AccuKare or about other staff or agency personnel. Staff persons must have a specific work function need for the information. Private data about persons are available only to those AccuKare employees whose work assignments reasonably require access to the data; or who are authorized by law to have access to the data.
3. Any written or verbal exchanges about a person's private information by staff with other staff or any other persons will be done in such a way as to preserve confidentiality, protect data privacy, and respect the dignity of the person whose private data is being shared.
4. As a general rule, doubts about the correctness of sharing information should be referred to the supervisor.

E. Individual access to private data.

Individuals or their legal representatives have a right to access and review the individual record.

1. A staff person will be present during the review and will make an entry in the person's progress notes as to the person who accessed the record, date and time of review, and list any copies made from the record.
2. An individual may challenge the accuracy or completeness of information contained in the record. Staff will refer the individual to the grievance policy for lodging a complaint.
3. Individuals may request copies of pages in their record.
4. No individual, legal representative, staff person, or anyone else may permanently remove or destroy any portion of the person’s record.

F. Case manager access to private data.

A person’s case manager and the foster care licensor have access to the records of person’s served by the program under section 245D.095, subd. 4.

G. Requesting Information from Other Licensed Caregivers or Primary Health Care Providers.

1. Complete the release of information authorization form. Carefully list all the consults, reports or assessments needed, giving specific dates whenever possible. Also, identify the purpose for the request.
2. Clearly identify the recipient of information. If information is to be sent to the program's health care consultant or other staff at the program, include Attention: (name of person to receive the information), and the name and address of the program.
3. Assure informed consent to share the requested private data with the person or entity has been obtained from the person or the legal representative.
4. Keep the document in the person's record.

Policy reviewed and authorized by:

Karla R Adams, President	Signature on File
Print name & title	Signature

Date of last policy review: 10/05/2023 Date of last policy revision: 10/05/2023

Legal Authority: MS § 245D.11, subd. 3

PHR-21 Policy Date: 06-10-2002
Revised Date: 05-02-2013
Revised Date: 06-22-2017
Revised Date: 10-05-2023

Policy and Procedure on Employee Hiring, Misconduct, and Termination

I. PURPOSE

The purpose of this policy is to outline the procedures for hiring support workers and addressing employee misconduct within the agency-provider.

II. POLICY

It is the policy of this agency-provider to provide the highest quality of care and to protect the health and safety of participants. Therefore, it is this agency-provider's policy to hire and screen individuals to ensure they are a good fit for positions within the agency-provider and to address any employee misconduct swiftly and appropriately.

III. HIRING PROCEDURE

A. Participants may choose a specific person to be their support worker who will be interviewed by the agency-provider for employment. If a participant does not have a person chosen to be their support worker, the agency-provider will interview and determine qualified applicants for the participant to choose from. Current employees may be given the opportunity to fill positions when there are openings for which they are qualified.

B. Compliance: This agency-provider follows all federal, state, and local laws and regulations, while at the same time it retains all rights and privileges of employee selection procedures not prohibited by them.

C. Screenings: Pre-interview screenings are done by the agency-provider designated personnel.

D. Interviews: Interviews are arranged in such a way that they are mutually convenient to both the applicant and the agency-provider designated personnel. Additional interviews may be requested by the interviewer.

E. Selection process: Selection decisions are made by the participant along with the agency-provider designated personnel and/or the owner or executive officer. The owner or executive officer may overrule the selection recommendation made by the interviewer.

F. Standards: The designated personnel will receive training on interviewing and selection. At all times, they will follow the agency-provider's standards for interviewing and selection. The owner or executive officer monitors practices to ensure that they comply with the standards set by the agency-provider.

G. Exclusions: The agency-provider may automatically select from within or hire from outside without declaration or notice whenever that action best serves the immediate and current needs of the agency-provider.

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H. Equal employment opportunity/affirmative action: This agency-provider integrates its interviewing and selection efforts in commitment to Equal Employment Opportunity and Affirmative Action.

I. Minimum standards: The agency-provider maintains minimum hiring standards and the owner or executive officer enforces these minimum standards. They may exempt a position or an applicant from these standards, and then only case-by-case.

J. Experience, education, and age: Applicants must meet the minimum experience, education, and age requirements for the position they are applying to fill.

K. Verifying new employees: The agency-provider's designated personnel is responsible for the verification process for new applicants. Formal offers of employment are made contingent upon successfully completing the verification process and upon approval. A criminal history, motor vehicle history, educational, and work history check may be completed. Employees will be required to indicate if they can perform the position as described with or without accommodation. In addition to this, the agency-provider may also require reference checks and driving records with favorable results. If the position requires, the employee will be required to show and maintain a valid driver's license and vehicle insurance. Copies of any requested information are obtained from the selected applicant. Verification of the applicant's physical and mental ability to perform the requirements of the job may be requested.

IV. MISCONDUCT PROCEDURE

A. Job descriptions: Each employee in every position at the agency-provider is expected and required to follow their individual job description. A failure to follow it may subject an employee to disciplinary action up to and including dismissal.

B. Employment relations: This agency-provider has established expectations and standards of employment. They are outlined in this policy and in the employee's job description. A failure to meet these expectations and standards may subject an employee to disciplinary action up to and including dismissal. Employment is employment at will. Employment at will means that any employee may terminate the employment relationship at any time, and the employer may do the same.

C. Types of misconduct - The following types of misconduct can occur and employees should avoid:
   1. Improperly storing or keeping at the work site any personal property or items of value that could directly or indirectly harm a participant.
   2. Any violations of life, safety, security, or fire protection rules.
   3. Any disorderly conduct such as fighting with or using threatening action or language against any other employee or participants.

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4. Unauthorized use, willful destruction, or defacement of the agency-provider's property, or the property of other employees or participants.
5. Being under the influence of alcohol or drugs while at the workplace or selling drugs at the workplace.
6. Any public acts or statements detrimental to the interests of the agency-provider or any of its employees or participants.
7. The misuse of property belonging to other employees, participants, the agency-provider, and its consultants or vendors.
8. Misrepresenting or withholding information on records or reports.
9. Disregarding safety rules or common safety and sanitary practices or any conduct that would tend to create a safety hazard.
10. Improper body mechanics on the job by not using proper lifting and bending techniques to prevent injury.
11. Being in possession of a weapon at the workplace.
12. Failing to report any work-related injuries or misrepresenting such claims.
13. Unlawful or improper conduct away from the workplace that would affect the relationship to the job, co-workers, supervisors, managers, or to the agency-provider's services, reputation, or goodwill to the community.
14. Non-performance of job duties and job responsibilities or refusing to perform work assignments.
15. Falsifying reports or records.
16. Any acts or statements that would fail to maintain a workplace free of violence or hostility and sexual, racial, or other types of harassment.
17. Any real conflict of interest or the appearance of a conflict of interest.
18. Soliciting other employees in the workplace.
19. Smoking or vaping except in those areas designated for that purpose.
20. Using business telephones for personal reasons except with such use if kept as brief as possible and is within the company procedures.
21. Hostile, disrespectful, aggressive and/or threatening behavior, written or verbal interaction with co-workers, any staff, business associates, customer, vendors, or participants.
22. Violations of federal and state laws.
23. Violation of the agency's own rules for its employees.

D. Types of discipline and procedures for disciplinary actions - employee misconduct or violating any of the standards and expectations of the agency-provider may result in employee discipline.
   1. The agency-provider may discipline an employee by taking any one or more of the following actions: remedial training, oral and written reprimands, paid or unpaid suspensions, demotion, dismissal, and so on. The agency-provider as employer retains sole discretion to decide in each and every circumstance which type of discipline is used.
   2. The following procedures will be taken if there is a need for disciplinary action:
      a. Supervisors have the authority to take disciplinary action (including pulling a support worker from the schedule) excluding suspension and dismissal. Any disciplinary course of action believed to be needed is first taken to the designated personnel for consultation and advice. Any suspension/dismissal is done only with the consent and approval of the owner or executive officer.
      b. It is the responsibility of each supervisor to provide the owner or executive officer with written documentation substantiating any need to take a course of disciplinary

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action. Notes will be completed by the supervisor whenever an employee has been coached or retrained after violating a policy or procedure. These notes will be kept in a separate file and are not part of the personnel file unless they become part of a formal personnel note. Supervisors must provide the owner or executive officer with written personnel notes of any and all corrective, remedial, or disciplinary actions taken up to and including dismissal. Each personnel note must contain a warning to the employee being disciplined that, if the expected improvement does not occur, the employee's position will be in jeopardy of loss. These reports will be reviewed and approved by the designated personnel before being presented to the employee.

3. Disciplinary action is not progressive. Employee discipline is used according to the severity, frequency, intensity and/or duration of the violation(s).

E. General provisions - These general provisions apply to all employee separations.
   1. Employment at will: This policy and applicable agency-provider procedures are not an employment contract and should not be interpreted as creating an employment contract. All employment is employment at will. Employment at will means that any employee may terminate the employment relationship at any time, and the employer may do the same. The participant may choose to no longer work with a specific support worker. In this situation, the agency-provider will work with the employee to find other positions within the agency.
   2. Dismissal: Employees may be dismissed at any time for violating any of the standards and expectations, whether written or unwritten, of their employment with the company. Any dismissal decision and action remains within the sole discretion of the agency-provider. Any dismissal decision or action must be consented to and approved in advance by the owner or executive officer. A written notice of dismissal is filed by the owner or executive officer in each and every instance. Within five (5) days of the termination of employment, the employee may request a written statement of the reason(s) for the termination of employment. The owner or executive officer will issue a copy of that written statement to the terminated employee and file the original statement with the other exiting documents.
   3. Final authority: Employee separation which falls into any category of layoff or dismissal may be done only on the final authority and with the approval of the designated personnel, who consults in advance for each and every instance with the owner or executive officer.
   4. Return of property/settlements*:* Before separating, all property of the agency-provider must be returned to it, including employee ID cards, keys, manuals, files, records, forms, documents, and materials. In addition, all debts, including expense reports, must be settled in full.

F. Final paychecks - The following items have been identified as relating to the receipt of final paychecks.
   1. Voluntary separation: Employees separating voluntarily are paid in full by the next regular payroll day or by the 5th day after separation, if requested in writing. These final paychecks are available as determined by the agency-provider. If the employee handled agency-provider money or property, the agency-provider has up to ten (10) days after separation from employment to audit the employee's accounts and check in property before making final payment.
   2. Involuntary separation: Employees separating involuntarily are paid in full within at least

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24 hours if requested in writing. However, if the employee handled agency-provider money or property, the agency-provider has up to ten (10) days after involuntary separation from employment to audit the employee's accounts and check in property before making final payment. These final paychecks are available as determined by the agency-provider.

G. Reason for termination: An employer must give a truthful reason why an employee was terminated, if requested in writing by the employee within 15 working days of termination. The employer has 10 working days from receipt of the request to give a truthful reason in writing for the termination.

H. Acceptable past performance: Only those employees who are leaving the agency-provider after demonstrating acceptable employment performance at the time of separation will be considered for rehire in the future. To be considered for rehire, the employee must have fulfilled their commitment to the agency-provider and met all expected performance requirements.

I. References: All requests for references and employment verifications are handled only by the designated personnel.

J. Exit interviews: Wherever possible, the supervisor should arrange for and complete a written exit interview on or before a separating employee's last day of work.

K. Benefits: Upon separating, all health, dental, and flexible spending benefits end on the final day of the month in which the last day was worked; however, separating employees may arrange for continued group health coverage at their own expense, as provided for under law, by making direct payment for the correct amount to the agency-provider before the first day of each month.

L. Resignation - The notification process will be followed for each employee as follows:
   1. Resignation notice: An employee planning to resign must notify their supervisor in writing in advance.
   2. Non-exempt employees: All non-exempt employees are required to give fourteen (14) days resignation notice.
   3. Exempt employees: All exempt employees are required to give thirty (30) days resignation notice.

M. Rescission: Before the effective date of a resignation, unless the position has been filed, a resignation notice may be rescinded at the designated personnel, owner, or executive officer upon the written request of the employee, when such a rescission is in the best interest of the agency-provider.

N. Waivers: Only the owner or executive officer may waive the resignation notice requirement for any employee in any position.

O. Resignation pay: The owner or executive officer may approve resignation pay in lieu of any employee fulfilling their resignation notice.

P. Separation/release agreement: In the event that a dispute over the reason for an employee

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termination may exist or as part of a post-termination arrangement, the employer may negotiate a Separation/Release Agreement with an employee.

Q. Authority: Only the owner or executive officer may enter into a Separation/Release Agreement with an employee. Separation/Release Agreements are made only case-by-case and are entered into only at the discretion of the employer.

R. Obligation: All Separation/Release Agreements must be written in a clear and coherent manner; use words with common, everyday meanings; include the option for the employee to consult with a legal representative; include a period in writing of at least 15 calendar days for an employee to rescind the agreement; and the agreement must be entered into voluntarily and this must be stated in writing.

S. Adequate consideration: All Separation/Release Agreements may include payments the employer is not otherwise obligated to make or other non-monetary considerations.

T. Layoffs - The following process for layoffs will be followed:
   1. Right: The agency-provider reserves the right to reduce or reorganize, either permanently or temporarily, its current workforce.
   2. Notice: Employees receive notice in writing of any layoff, and may, if there is notice of more than two (2) weeks, be given a reasonable amount of time off approved in advance with pay during the notice period to seek other employment.
   3. Authority: Only the owner or executive officer, or upon their consent, may lay off an employee. Layoffs are made case-by-case without regard to seniority, position or classification.
   4. Placement: Given prevailing fiscal, personnel, and corporate decisions, the owner or executive officer may make efforts to place laid-off employees in open positions, if available, which they are qualified to fill in the organization, upon their request.
   5. Recall: If undertaken, recalls are made as needed and by the positions needed. Only the needs of the agency-provider are taken into account; any recall is made from a layoff list of those who have expressed an interest in returning; the agency-provider may use outside resources to fill vacant positions.

U. Non-compete clause
   1. The provider agency-provider cannot require support workers to sign an agreement stating that they will not work for another provider agency-provider or FMS provider.

PHR-114 Policy Date: 08-27-2026

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Equal Employment Opportunity

AccuKare, Inc. will comply with all applicable laws governing equal employment opportunity. This policy extends to all applicants and employees and to all aspects of the employment relationship including, but not limited to recruiting, hiring, promotion, transfer, and compensation.

Specifically, the company will provide equal employment and advancement opportunity on the basis of merit within the context of its unique business environment, and without regard to race, color, gender identity or expression, sexual orientation, assistance, religion, pregnancy, veteran status, membership or activity in a local commission, disability, age or any other status prohibited by protected law.

PHR-22 Policy Date: 06-10-2002
Revised Date: 10-08-2012

Offensive Behavior/Employee Grievance

Any employee who engages in harassment on the basis of race, color, creed, religion, national origin, gender identity or expression, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, pregnancy, national origin, veteran status, disability or age, who permits employees under his/her supervision to engage in such harassment or who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include the imposition of discipline or termination of employment.

Sexual harassment is prohibited and includes any unwelcome sexual advance, request for sexual favor, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, as a term or condition of employment.

- Submission to or rejection of such conduct is used as a factor in any employment decision affecting any individual.

- Such conduct has the purpose or effect of unreasonably interfering with any employee's work performance or creating an intimidating, hostile, or offensive working environment.

Although the intent of the person engaging in the conduct may be harmless or even friendly, it is the perception of the conduct by the recipient that is relevant to whether the conduct is harassment. Given the difficulty of judging whether the conduct is welcome or unwelcome in particular situations the company prohibits all employees from engaging in any conduct of a sexual nature or amounting to harassment based on any protected category in the work setting.

This policy applies to everyone, including managers. No retaliation or intimidation directed towards anyone who makes the complaint will be tolerated.

If you believe you have been a victim of harassment or have any grievance, take the following steps.

1. Discuss the matter with your supervisor or manager.

2. If you believe your supervisor to be the source of, or a party to sexual harassment, talk to any other member of management or the office or site manager.

The company will investigate and attempt to resolve your complaint promptly. If, for any reason, you believe this has not occurred within a reasonable period of time refer the problem to any other manager in the company, up to and including the President of AccuKare, Inc.

PHR-23 Policy Date: 06-10-2002
Revised Date: 09-30-2025

Offensive Material and Language Policy

Due to the nature of the business of providing services in the homes of individuals, the manner with which the employee must follow this policy is of the utmost concern. The policy is written to be a guide and to apply to all situations that may be conceived as offensive in nature. This includes, but is not limited to, any type of written, spoken, printed, electronic, broadcasted, gestured or bodily-implied material of a conceivable offensive nature. (Please refer to the Dress code policy PHR-44 in handbook.)

No potentially offensive material (i.e. pornographic, sexually persuasive or explicit, profane, implied illegal substance or act, or harassing), or bodily or verbal language is permitted in the client home or client presence or in the presence of AccuKare, Inc. or any of its employees.

There will be NO exceptions to this rule. Any violation of this policy will be handled with discipline measures up to and could include termination.

If an employee has been presented with any type of written, spoken, printed, electronic, broadcasted, gestured or bodily-implied material of a conceivable offensive nature please make the Office Manager or Qualified Professional aware of the situation so it may be dealt with either via communication to client, care plan, or a more suitable client for the employee.

PHR-61 Policy date: 08-19-2002
Revised date: 05-02-2013

Boundaries Policy

Professional boundaries are important and this policy is for your safety as well as the safety of your client.

You may not:

- Accept gifts or money from the person receiving services or from family members
- Borrow money, cars, equipment or anything else from the person receiving services or from family members
- Buy any possessions from the person receiving services or from their family members
- Have a romantic or sexual relationship with the person receiving services or with immediate family members
- Loan money to the person receiving services or their family members
- Sell items of any kind to the person receiving services or to family members
- Sexually harass the person receiving services or family members
- Verbally, physically, financially or sexually abuse the person receiving services or their family members
- Contact a previous client, client family member or client representative once you are no longer employed as a staff for that client. Any attempt to do so could be viewed as harassment by the individual and handled accordingly.

Signs of boundary issues in the working relationship include:

- Offers of gifts
- Person receiving services makes unreasonable requests and/or requests tasks not in the care plan
- Speaking negatively about other workers with client or fellow workers
- When an employee that is not a family member functions in the role of an informal family member/friend
- Communications with client/responsible party outside of scheduled shift

Boundaries for family members and friends:

You must be careful to guard the client's privacy. You must have a professional manner while carrying out PCA/Homemaker/Respite services.

The tasks you do for a person as a PCA/Homemaker/Respite must remain between you, your agency and the client. Be cautious when talking about anyone else who provides PCA/Homemaker/Respite services.

Friends and family often do many small tasks for each other on a daily basis. You may count time only for activities that are in the care plan during scheduled work time.

PHR-109 Policy Date: 07-07-2017

Policy and Procedure on Marketing Practices

I. PURPOSE

The purpose of this policy is to establish guidelines for marketing practices for the CFSS agency-provider according to regulatory standards.

II. POLICY

This CFSS agency-provider will document their marketing practices and costs. No incentive or bonus to a current or potential participant to choose or maintain the agency-provider's services may be offered at any time. This agency-provider will not initiate direct contact or market CFSS services to potential participants, guardians, family members, or participant representatives.

III. PROCEDURE

A. Direct contact is any initiation of communication for the purpose of recruiting participants. This includes contact via:
   1. U.S. Mail
   2. Telephone or text message
   3. Email or fax
   4. Social media, including social media group targeting, tagging, friend, contact or follow request
   5. In person conversations
   6. A person acting on behalf of the agency to solicit referrals

B. CFSS agency-providers may market their services to the general public so the public may seek out the agency-provider for education and services. The following mass marketing methods may be used:
   1. Billboards and signs
   2. Banners
   3. Educational event booths
   4. Internet advertisements and websites
   5. Advertisement tents on tables
   6. Print advertisements such as magazines, brochure, posters, bulletins, newspapers
   7. TV and radio
   8. Social media posts
   9. Stickers and buttons
   10. U.S. Mail such as letters, brochures, or postcards
   11. Mailings to specific people who have previously expressed interest (by initiating direct contact) in CFSS services

C. Copies of marketing materials are found in the main office of the CFSS agency-provider and are maintained by the agency-provider's designated administrative personnel.

D. The CFSS agency-provider keeps record of marketing and advertising activities, materials, and associated costs.

A-25 Policy Date: 08-27-2026

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Employee Grievances

In any organization, dissatisfaction may arise because an employee does not know, understand, or agree with certain policy interpretations. Such dissatisfactions are commonly referred to as grievances. At AccuKare, Inc., we believe that if an employee has a grievance concerning his/her wages, hours of work, or other terms or conditions of employment, the matter should receive consideration of all concerned.

An employee who feels aggrieved is urged to take the matter up immediately with his/her supervisor. Your supervisor is required to investigate your grievance and provide you with a response or decision within a reasonable period of time. This investigation may consist of, but is not limited to, gathering information from other employees involved, reviewing company policy, and any other action necessary to become familiar with the situation.

If you are not satisfied with the response/decision from your immediate supervisor, you are encouraged to go to the next level of supervision both orally and in writing. This next level of supervision will also have a reasonable period of time in which to investigate the issue and respond to you in writing.

If after these steps are taken, you believe inadequate action has been taken to resolve your complaint, contact the Office Manager or your QP and complete an Employee Complaint Form. It is the policy of this organization to respond to any reasonable complaint and take the necessary actions to settle the issue.

There will be no retaliation taken against a complaining employee as a result of making the complaint regardless of the outcome of the investigation.

If you have a problem that is more specifically addressed by the offensive behavior policy on the preceding pages of this handbook, please follow the procedure described there.

PHR-24 Policy date: 06-10-2002
Revised date: 05-02-2013

Attendance

AccuKare, Inc. recognizes the importance of employee reliability and the direct impact that it has on AccuKare, Inc.'s ability to provide quality care services to our clients. Repeated absences will result in a supervisory review and may lead to termination.

If an employee is unable to work a scheduled shift, the employee is responsible for:

- **Speaking** with the client immediately to inform them of the inability to work, or possibility of being late. This must be a **verbal** communication to verify that notification has been received. No voicemail, texting, or email!
- Contacting any other staff on the case to attempt to meet the client's needs.
- Notifying AccuKare, Inc. immediately of the change or unmet need of the client. This must be a **verbal** communication to verify that notification has been received. No voicemail, texting, or email!
- When staffing coverage is needed, completing a Time Off Request Form (PHR-31a)

Failure to follow this procedure will subject the employee to disciplinary action including termination regardless of the number of absences in the previous twelve-month period.

NOTE: An absence is considered not working a scheduled shift.

A 'NO CALL, NO SHOW' (not calling or not showing up for your scheduled time, as well as utilizing electronic notification only). IS UNACCEPTABLE AND MAY BE GROUNDS FOR TERMINATION.

PHR-31 Policy Date: 06-10-2002
Revised Date: 05-02-2013
Revised Date: 11-24-2015
Revised Date: 09-07-2023

Time Off

All AccuKare Inc. employees will start as part-time employees. After 90 days your work history will be reviewed, and status will be determined. This will be reviewed and updated on a quarterly basis. AccuKare Inc. provides paid time off (PTO) for all employees maintaining full time status (those who consistently work 70 or more hours per pay period after 90 days of employment). We believe that this time off from work is beneficial to the health and welfare of our employees and should be taken each year in accordance with the policy.

Accrual: Time off may be taken after the completion of five months at AccuKare, Inc. It accrues as follows at a rate based on actual hours worked:

Year 1 - 5	1 day every other month (2.31% of hours worked)
Year 6 - 10	1 day every month (4.62% of hours worked)
Year 11+	2 days each month (9.23% of hours worked)

Due to the nature of care delivery, all planned and unplanned usage of PTO will be coordinated with the Client/Responsible Party. Agency to provide support as needed for this process. PTO accrues on the basis of AccuKare, Inc.'s fiscal year (January 1 – December 31). Any accrued PTO in excess of 80 hours will be lost each year after December 31. AccuKare, Inc. will not pay for unused PTO at any time.

In the event that the employee's accrued time off is less than the absence reported, the amount of PTO shall be the appropriate amount accrued, and the balance shall be considered unpaid time off.

Effective 1/1/24, the Minnesota Department of Labor Earned Sick & Safe Time will be made available to all employees not eligible for AccuKare's PTO policy noted above and works at least 80 hours in the calendar year.

Time off request form (PHR-31a) must be used to notify AccuKare when employee would like to use accrued PTO/Sick and Safe Time.

Holidays

Any employee who works a holiday listed below will receive an additional $3.00/hour to their regular rate of pay.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Family and Medical Leave

In accordance with Minnesota law, AccuKare, Inc. will grant up to 12 weeks/year of paid leave of absence for employees to care for your own serious health condition, including related to pregnancy, childbirth, and recovery (Medical Leave) or for Family Leave which includes:

- **Bonding Leave** – to care for and bond with a child welcomed through birth, adoption, or foster placement
- **Caring Leave** – to care for a family member with a serious health condition
- **Military Family Leave** – to support a family member called to active duty
- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Generally, conditions must last more than seven days and be certified by a healthcare provider or other professional.

Your employment protections include:

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you pay.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

To take Minnesota Paid Leave, you will need to:

1. Notify AccuKare of timing and requested duration.
2. Apply with Paid Leave. You will be able to apply for Paid Leave at paidleave.mn.gov. You can also apply over the phone if needed.

After you apply, you will receive a determination from Paid Leave, which is the official decision from the program about whether your application was approved or denied.

If you are approved for Paid Leave payments, they will be sent to the bank account or prepaid debit card selected in your application.

PHR-26 Policy Date: 06-10-2002
Revised Date: 10-08-2012
Revised Date: 07-18-2017
Revised Date: 10-05-2023
Revised Date: 07-11-2025
Revised Date: 09-29-2025
Revised Date: 10-09-2025

Unpaid Time Off

Personal Leave of Absence
Unpaid leave for personal reasons may be granted at the discretion of AccuKare, Inc. and will run concurrent with the Family Medical Leave. The terms will vary with each leave and are subject to review and approval of your supervisor. Please make your request, in writing, as far in advance as possible.

Time off to vote
Employees are encouraged to vote and will be permitted the necessary time off unpaid. You will be allowed a reasonable period of time to vote in the morning in case you aren't able to vote before or after working hours. This must be arranged in advance with the staffing department in order to ensure that the client's needs are met.

Time off for School Conferences and Activities
In accordance with Minnesota law, unpaid time off, up to a maximum of 16 hours annually, is available to all employees who have worked at least half time for the previous 12 months, for attendance at school conferences, classroom activities, and preschool activities which cannot be scheduled during non-working hours.

Jury Duty
AccuKare, Inc. will provide time off without pay for any employee assigned to jury duty upon presentation of the appropriate notice. Please give us as much advance notice as possible.

On Call Employee
An on-call employee is defined as someone who has wished not to maintain a regular schedule but would like to fill in with a specific/or multiple clients.

We have many employees who wish to stay on as an on-call employee. However, if an employee goes longer than 4 months without working a shift this employee may be voluntary terminated and unlinked with AccuKare on the DHS data base. If at any time the employee wishes to become reactivated, they must go through the new hire process and background study. Exceptions can be made if they are made prior to going into the on-call status.

Military Leave
AccuKare will comply with all USERRA requirements listed below (posting is listed in this hand book and posted in our office):
USERRA prohibits employment discrimination against a person on the basis of past military service, current military obligations, or intent to serve. An employer must not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment to a person on the basis of a past, present, or future service obligation. In addition, an employer must not retaliate against a person because of an action taken to enforce or exercise any USERRA right or for assisting in an USERRA investigation.

The pre-service employer must reemploy service members returning from a period of service in the uniformed services if those service members meet five criteria:

- The person must have been absent from a civilian job on account of service in the uniformed services;
- The person must have given advance notice to the employer that he or she was leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
- The cumulative period of military service with that employer must not have exceeded five years;
- The person must not have been released from service under dishonorable or other punitive conditions; and
- The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable.

USERRA establishes a five-year cumulative total of military service with a single employer, with certain exceptions allowed for situations such as call-ups during emergencies, reserve drills, and annually scheduled active duty for training. USERRA also allows an employee to complete an initial period of active duty that exceeds five years.

Employers are required to provide to persons entitled to the rights and benefits under USERRA a notice of the rights, benefits, and obligations of such persons and such employers under USERRA.

USERRA provides that returning service members are to be reemployed in the job that they would have attained had they not been absent for military service, (the "escalator" principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. USERRA also requires that reasonable efforts (such as training or retraining) be made to enable returning service members to qualify for reemployment. If the service member cannot qualify for the "escalator" position, he or she must be reemployed, if qualified, in any other position that is the nearest approximation to the escalator position and then to the pre-service position. USERRA also provides that while an individual is performing military service, he or she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other similarly-situated individuals on non-military leaves of absence. The time limits for returning to work are as follows:

- **Less than 31 days service**: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- **31 to 180 days**: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- **181 days or more**: The employee must apply for reemployment no later than 90 days after completion of military service.

- **Service-connected injury or illness**: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

PHR-27 Policy Date: 06-10-2002
Revised Date: 10-08-2012
Revised Date: 02-17-2014
Revised Date: 09-07-2023
Revised Date: 10-09-2025

AccuKare Mandatory Training

All AccuKare Personal Care Attendants, Homemakers, Direct Support Professionals, and Qualified Professionals are required to attend mandated training upon hire and annually. Areas of training are not limited to and include: Blood borne Pathogens, Personal Protective Equipment, Exposure Control Plan/AWAIR, Employee Right to Know/MSDS, HIV/Hepatitis, Basic First Aid, HIPAA, Staff/Recipient Boundaries, Emergency Use of Manual Restraints, Care Plan Utilization, Duties Integral to Job/Job Description, Vulnerable Adult/Child Protection, Maltreatment Reporting, Timecard Usage/Fraud, Person Centered Practices, Client/Recipient Rights, Minimizing Risk of Sexual Violence, and 245D mandatory trainings.

Failure to complete this training within 30 days of hire or within 30 days of notification that training is due will result in interruption of active employment status.

PHR-103 Policy Date: 10-22-2015
Revised Date: 07-31-2017
Revised Date: 12-08-2017
Revised Date: 09-15-2023
Revised Date: 10-21-2025

Policy and Procedure on Employee Training and Supervision

I. PURPOSE

The purpose of this policy is to outline the expectations of employees regarding qualifications, training, education, and in-service programs.

II. POLICY

All employees will be qualified for the position they have been hired for and in addition to this qualification requirement, employees must continue to professionally develop through training. Employee development through orientation and on-going training is crucial to the delivery of quality services. Employees will be trained to meet the needs of service participants and comply with program standards. An employee's supervisor may require the employee's attendance at any in-service considered beneficial to the employee by the agency-provider or supervising professional.

III. PROCEDURE

A. Worker training and development services may be used to obtain and expand skills and knowledge. This will be done according to the *CFSS Service Delivery Plan* or as determined by the agency-provider.

B. All employees must show successful completion of the required trainings that provides the employee with skills required to perform job duties as defined by the agency-provider.

C. A supervising professional at the CFSS agency-provider will determine that the support worker has, through training and experience, the skills and knowledge necessary to ensure competency in providing quality services as needed and defined in the participant's *CFSS Service Delivery Plan*. If a support worker works with multiple participants, they must be competent to support each participant according to their *CFSS Service Delivery Plan*. If additional training on those needs is required, the supervising professional will ensure that training is provided promptly.

D. Prior to beginning orientation each support worker must:
   1. Complete and pass a criminal background check prior to working with participants or enrolling with DHS.
   2. Pass the CFSS standardized certification test (see letter F below).
      a. A copy of the certificate must be provided to the CFSS agency provider.
   3. Enroll as an individual support worker through the Minnesota Health Care Programs (MHCP).
      a. If the agency-provider is notified that the support worker appears on the Office of Inspector General exclusion list or the MHCP exclusion list, they will not be eligible for employment. Also, if at any time a support worker is found to be on the OIG exclusion list or the MHCP exclusion list, they may be subject to termination of employment.

E. Additional support worker requirements:
   1. The support worker must be able to effectively communicate with the participant, participant representative and the Community First Services and Supports (CFSS) agency-provider.

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2. The support worker must have the ability to provide covered services according to the participant's *CFSS Service Delivery Plan*, respond appropriately to participant needs, and report changes in the participant's condition to a supervising professional at the agency-provider.
3. The support worker must complete daily documentation detailing the actual services provided to the participant and the amount of time spent providing services. Timecards must be submitted to the agency-provider at least monthly.
4. A support worker cannot provide CFSS services to a person if they are the participant's representative, paid legal guardian, or licensed foster care provider, unless the participant and the support worker live in the same home.
5. Support workers who are a parent, stepparent, or legal guardian of a participant under the age of 18, or who are a participant's spouse, are limited in the number of hours they are allowed to work with the participant.
6. Participants who receive CFSS services may provide CFSS services to other participants.

F. Initial CFSS support worker training:
   1. Each support worker will be required to successfully complete the DHS standardized training in the following areas and pass the certification test prior to enrollment with the department:
      a. Basic first aid
      b. Maltreatment of vulnerable adults
      c. Maltreatment of minors
      d. OSHA universal precautions
      e. Basic roles and responsibilities of support workers including:
         i. Body mechanics
         ii. Emergency preparedness
         iii. Positive behavioral practices
         iv. Responding to mental health crisis
         v. Fraud issues and prevention
         vi. Timecards and documentation
      f. Person-centered planning and self-direction
   2. Additional agency-provider training requirements include:
      a. CFSS agency-provider policies and procedures
      b. Use of agency-provider's system used for electronic visit verification (EVV)
      c. Agency-provider directed training and orientation on participant's individual needs
      d. Other specific agency-provider required training
   3. Training and orientation on the needs of the participant will be completed by a supervising professional at the agency-provider. Additional training topics may be required by the participant's *CFSS Service Delivery Plan*. The agency-provider will ensure that these plans are reviewed for each participant to determine if additional trainings are required.

G. Ongoing CFSS training:
   1. Ongoing the support worker may be required to complete designated trainings as identified by the agency-provider and which may include the following:
      a. Review of CFSS agency-provider policies and procedures
      b. Training topics required as determined by the participant's *CFSS Service Delivery Plan* and worker and training development plan. This plan must be updated when:
         i. The support worker begins providing services or shared services
         ii. There is any change in the participant's condition or there is a modification to the *CFSS Service Delivery Plan*
         iii. A performance review indicates that additional training is needed

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H. Agency-provider oversite of support workers
   1. The agency-provider will ensure that required trainings are completed according to this policy, MN Statutes, section 256B.85, and agency-provide specific topics, and participant service and support requirements as directed by their *CFSS Service Delivery Plan.*
   2. Evaluations will be done according to the *Policy and Procedures on Service Delivery.*
   3. The agency-provider will evaluate the competency of support workers through direct observation of the support worker's performance of the job functions in a setting where the participant is using CFSS within 30 days of:
      a. Any support worker beginning to provide services for a participant
      b. Any support worker beginning to provide shared services
   4. If the support worker is a minor, all worker competency evaluations must be completed in person where services are provided.
   5. Periodic performance reviews will be completed at least annually for each support worker.

I. The agency-provider will verify and maintain evidence of support worker competency including the documentation of each support worker's:
   1. Education and experience relevant to the job responsibilities assigned to the support worker and the needs of the participant
   2. Relevant training received from sources other than the agency-provider
   3. Orientation and instruction to implement services and supports to participant needs and preferences as identified in *CFSS Service Delivery Plan*
   4. Orientation and instruction delivered by an individual competent to perform, teach, or assign the health-related tasks for tracheostomy suctioning and services to participants on ventilator support, including equipment operation and maintenance.

J. All CFSS agency-providers shall require all employees in management and supervisory positions and owners of the agency-provider who are active in the day-to-day management and operations of the agency-provider to complete mandatory training as determined by the commissioner. Employees in management and supervisory positions and owners who are active in the day-to-day operations of an agency-provider who have completed the required training as an employee with a CFSS agency-provider do not need to repeat the required training if they are hired by another agency-provider and they have completed the training within the past three years. Any new owners or employees in management and supervisory positions involved in the day-to-day operations are required to complete mandatory training as a requisite of working for the agency-provider.

PHR-115 Policy Date: 08-27-2026

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Drug and Alcohol Policy

Program Name: AccuKare, Inc

I. Policy

It is the policy of this DHS licensed provider, AccuKare, to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. This policy applies to all of our employees, subcontractors, and volunteers.

II. Procedures

A. All employees must be free from the abuse of prescription medications or being in any manner under the influence of a chemical that impairs their ability to provide services or care.

B. The consumption of alcohol or THC is prohibited while directly responsible for persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), and will result in corrective action up to and including termination.

C. Being under the influence of a controlled substance identified under Minnesota Statutes, chapter 152, or alcohol, or THC, or illegal drugs in any manner that impairs or could impair an employee's ability to provide care or services to persons receiving services is prohibited and will result in corrective action up to and including termination.

D. The use, sale, manufacture, distribution, or possession of illegal drugs while providing care or to persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), will result in corrective action up to and including termination.

E. Any employee convicted of criminal drug use or activity must notify the AccuKare Manager no later than five (5) days after the conviction.

F. Criminal conviction for the sale of narcotics, illegal drugs or controlled substances will result in corrective action up to and including termination.

G. The program's designated staff person, AccuKare Manager, will notify the appropriate law enforcement agency when we have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession while on duty during work hours. Where appropriate, we will also notify licensing boards.

Policy reviewed and authorized by:

Karla R Adams, President	Signature on File
Print name & title	Signature

Date of last policy review: 7/20/2015 Date of last policy revision: 7/20/2015
Legal Authority: MS §§ 245A.04, subd. 1 (c) and 14

PHR-29.1	Policy Date:	09-09-2013
	Revised Date:	07-20-2015
	Revised Date:	10-05-2023

Drug and Alcohol Testing

As part of its continuing effort to protect the health, safety, and security of its employees, AccuKare, Inc. has adopted a drug and alcohol testing policy in accordance with Minnesota law as follows:

1. All employees and job applicants are subject to urinalysis testing for the presence of drugs and alcohol in accordance with this policy.

2. Job applicants may be tested after an offer of employment has been made in each case, contingent upon the applicant's successful completion of the testing, and after that applicant has reviewed and completed the Pre-Testing Acknowledgement form which will be supplied by AccuKare, Inc.

3. Any AccuKare, Inc. employee occupying a position in which, in the opinion of management, an impairment caused by drugs or alcohol usage would threaten the health or safety of any other person, will be subject to testing on a random selection basis at the discretion of management.

4. All other employees will be subject to testing when there is a reasonable suspicion that:
    a. They are under the influence of drugs or alcohol; or
    b. They have violated the policy set forth in paragraph 1 above; or
    c. They have sustained a personal injury or they have caused another employee to sustain a personal injury; or
    d. They have caused a work related accident or were operating or helping to operate any machinery equipment or vehicle involved in a work related accident.

5. With two weeks prior notice, AccuKare employees may be required to submit to testing once annually as part of a routine physical examination that may be required.

6. Any employee who has been referred for chemical dependency treatment or evaluation, or is participating in treatment under an employee benefit plan may be required to submit to testing during the course of participation in the evaluation or treatment, and for a period of two years following the completion of any prescribed chemical dependency treatment program.

7. Any employee or job applicant may refuse to submit to testing to be conducted pursuant to this Policy but refusal will result in the following consequences:
    a. As to any job applicant: An immediate withdrawal of the pending job offer;
    b. As to any employee: Discipline or termination of employment at the sole discretion of management.

8. All testing will be conducted in accordance with the following procedures:

a. Each person to be tested will complete, sign, and date a Pre-Testing and Acknowledgment form supplied by the company.
b. Each test will be conducted by a laboratory which is authorized by law to conduct such tests, and which confirms to AccuKare, Inc. that its procedures are in accordance with Minnesota law.
c. All samples which test "Positive" on an initial screening will be subjected to a confirmatory retest by the laboratory before the results are reported to the employee or job applicant;
d. Results will be reported to each employee and job applicant, in writing, within three (3) working days of the receipt of the results by the company.
e. Any employee or job applicant may submit additional information for the purpose of explaining such test results, or may request to confirmatory retest at his or her own expense. Any such additional information or request for a retest must be submitted in writing to the company within five (5) working days after notice of the results of the test.
f. Any employee in a safety sensitive position, who tests positive and requests a retest, may be suspended from employment at the sole discretion of AccuKare, Inc. pending the retest results.
g. A positive result on the final confirmatory retest pursuant to this policy will result in the following consequences:
h. As to an employee, when it is the first such occasion: The requirement as a condition of employment, that the employees successfully complete a drug or alcohol counseling or rehabilitation program selected by the company, at the employee's expense or under an available to employee benefit coverage program.
i. As to an employee when it is the second or subsequent such occasion: discipline or termination from employment, at the sole discretion of AccuKare, Inc.
j. All tested employees will be entitled to receive a copy of the laboratory document that certifies the test results.

Policy reviewed and authorized by:

Karla R Adams, President — Signature on file
Print Name & Title — Signature

Date of last policy review: 7/20/15 Date of last policy revision: 7/20/15

PHR-29 Policy Date: 06-10-2002
Revised Date: 09-09-2013
Revised Date: 05-26-2015
Revised Date: 07-20-2015
Revised Date: 10-05-2023

Policy and Procedure on Service Delivery

I. PURPOSE

The purpose of this policy is to promote coordination and continuity of services to CFSS participants.

II. POLICY

The agency-provider will provide services that facilitate the optimum growth and development of each participant. Coordination includes working with participants, participant representatives and/or legal representatives, their consultation services provider, other service or health care providers, and/or people supporting the participant. The agency supervising professionals are responsible for the coordination and continuity of services by adhering to policies and procedures and participant CFSS Service Delivery Plans. The agency-provider will ensure that all employees who serve as supervising professionals or support workers meet all qualification requirements for the position as well as receive ongoing education and training.

III. PROCEDURE

A. The agency-provider performs the roles and responsibilities of training, supervising, and evaluating support workers in the CFSS agency-provider model. The agency-provider will provide the services as outlined in the *CFSS Service Delivery Plan* that is created by the participant, participant representative and/or legal representative with assistance from the consultation services provider.

B. Service Limitations:
   1. There may be service limitations specific to the agency-provider. These limitations include:
      1. AccuKare employees not allowed to transport clients
      2.
      3.

C. *CFSS Service Delivery Plan*:
   1. The person-centered *CFSS Service Delivery Plan* will be developed by the participant, participant representative and/or legal representative with assistance from the consultation services provider. This will be done prior to starting services and at least annually upon reassessment, or when there is a significant change in the participant's condition, or a change in the need for services and supports.
   2. The consultation services provider will review the plan to ensure it reflects the services and supports that are important to the participant and meets the participant's assessed needs. The *CFSS Service Delivery Plan* will also meet the requirements as stated in MN Statutes, section 256B.85, subd. 6, (c).
   3. The consultation services provider will submit the *CFSS Service Delivery Plan* to the lead agency for approval within 10 business days. The lead agency will approve or deny the plan within 30 days and send a copy of the approved plan to the agency-provider. A supervising professional at the agency-provider will follow up with the lead agency if the *CFSS Service Delivery Plan* has not been received.
   4. The agency-provider will work with the participant to fill in details that may not be included in the plan, such as service and scheduling preferences. These details will be included in the *CFSS Service Delivery Plan Addendum*.
   5. Participants authorized to use shared services will be offered the option of shared services, one-on-one services, or a combination of both shared services and one-on-one services. The option of shared services may be elected at the sole discretion of either the participant or the participant's representative. The details of the arrangement will be included in the *CFSS Service Delivery Plan Addendum*. The participant or the participant's representative may withdraw from participating in a shared services arrangement at any time.
   6. The agency-provider will provide only covered services listed in the *CFSS Service Delivery Plan*.
   7. All support workers will know the location of the *CFSS Service Delivery Plan* and the *CFSS Service Delivery Plan Addendum* and will be trained on them. The most current *CFSS Service Delivery Plan* must

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be located in the participant's home (or where CFSS is provided) and in the participant's file at the agency-provider. For shared services, the *CFSS Service Delivery Plan* will be kept where the services are being delivered.

8. The participant and the agency-provider will monitor the effectiveness of the *CFSS Service Delivery Plan.* If changes are needed, they will be made with the consultation service provider's support and submitted by the consultation service provider to the lead agency for approval.

D. Training:
   1. The *CFSS Service Delivery Plan* will include a worker training and development plan.
   2. The agency-provider will be responsible for training the support worker according to the worker training and development plan and the agency-provider's *Policy and Procedure on Employee Training and Supervision.*

E. Supervision and evaluation:
   1. The participant and the agency-provider will monitor the effectiveness of the *CFSS Service Delivery Plan*. The CFSS participant will be able to choose their support worker that will implement the *CFSS Service Delivery Plan*.
   2. The agency-provider supervising professionals will provide supervision and evaluation to support workers according to the *Policy and Procedure on Employee Training and Supervision.*
   3. The agency-provider will evaluate the competency of the support worker to perform the tasks listed in the *CFSS Service Delivery Plan*.
   4. The agency-provider will verify services provided through the review of timecards and activity documentation, including electronic visit verification (EVV) and other company specific practices at a frequency determined by the agency-provider. The *Service Verification Form* may be used to document the service verification.

F. A supervising professional from the agency-provider will coordinate service delivery with all members of the participant's team. The team may include, but is not limited to, the participant, participant representative and/or legal representative, and case managers. The supervising professional will document specific concerns and developments from the team and what was done to address them.

G. The agency-provider is responsible for the oversight of service delivery and its evaluation of effectiveness including:
   1. Satisfaction level of the participant, participant representative and/or legal representative.
   2. Ensuring the support worker is meeting the needs of the participant as described in the *CFSS Service Delivery Plan.*
   3. Ensuring the participant has a month-to-month plan for the use of their CFSS units.
   4. The documentation from the support worker, including timecards, EVV documentation, and notes describing service delivery.
   5. Ongoing evaluations as described below.

H. Evaluations of service delivery will be done according to the following schedule:
   1. Within 90 days of starting services
   2. At least quarterly thereafter
      a. All quarterly evaluations must be done in person during the first year.
      b. After the first year, at least one evaluation each year must be one in person.
   3. Within 30 calendar days of the discovery or receipt of information of any change to the participant's condition.

I. The following items will be available to the department to demonstrate compliance to all laws, rules, and policies and to provide quality assurance in service delivery:

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1. Employee files including documentation of required trainings
2. Participant files
3. Accounting, payroll and billing records
4. Policy and procedure manuals

J. Enhanced rate
   1. An agency-provider may receive an enhanced reimbursement rate if the support worker has completed qualifying trainings and the participant is eligible for 10 or more hours per day of CFSS and/or has the home care rating EN.
   2. The support worker is responsible for completing the qualifying trainings and submitting required proof to the department to maintain eligibility. The support worker must also provide this proof to the agency-provider.
   3. The agency-provider will bill for services provided to the participant by the support worker at the enhanced rate.
   4. The agency-provider will pass on the MN DHS approved enhanced rate % to the support worker in the form of wages, the employer's share of taxes, and or worker's compensation premiums for the support worker.
   5. If the participant, participant's representative, or the qualified worker is interested in learning about the enhanced rate, they can reach out to a supervising professional at the agency-provider.

K. At least 72.5% of revenue generated by the medical assistance payment for CFSS for support worker wages and benefits. This will be tracked by an owner or executive officer at the agency-provider and will be provided to the department upon request.

L. 90% of the additional shared service revenue for two participants or for three participants for the wages and wage-related costs of the support worker providing the shared services. Additional revenue for shared services will not be used to pay for mileage reimbursements, uniform allowances, contributions to employee retirement accounts when the contribution is not a function of wages, or any other employee benefits.

C-42 & PHR-116 Policy Date: 08-27-2026

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Policy and Procedure on Anti-Fraud

I. PURPOSE

The purpose of this policy is to provide information regarding the prevention, elimination, monitoring, and reporting of fraud, abuse, and improper activities of government funding in order to obtain and maintain integrity of public funds.

II. POLICY

An agency who has enrolled to receive public governmental funding reimbursement for services is required to comply with the enrollment requirements. The agency-provider is a provider of services to persons whose services are funded by government/public funds.

Government funds may be from state or federal governments, to include, but not be limited to Medicaid and Medicare. The agency-provider will have fair and truthful dealing with participants, participant representatives, and/or legal representatives, families, health professionals, and other businesses. Management, supervising personnel, support workers, contractors, and other agents shall not engage in any acts of fraud, waste, or abuse in any matter concerning the agency-provider's business, mission, or funds.

An employee of AccuKare is only able to claim hours that they have worked that directly correlate to their job description. No time may be claimed for care duties that were not performed as directed by the Care Plan. Any attempt to claim time for duties that were not performed as directed by the job description and the Care Plan will be considered attempts towards fraud and will be reported to the Fraud Investigation Department of the Department of Human Services. The employee may be terminated for such attempts.

- The employee must be physically with the client for all of the time claimed in order to claim the time unless otherwise directed by the Care Plan.
- The employee may only claim time when the only person they are responsible for is the client.
- An employee must be actually performing the claimed duties in order to claim the time.
- The employee may not claim the scheduled 'start' and 'end' time of their assignment unless they are actually with the client or doing the Care Plan directed duties at those claimed times.
- The employee may not claim time for the entire scheduled time even if the client or Responsible Party sends them home early. If this (being sent home early) is consistently happening, AccuKare, Inc. needs to be notified.
- The employee may not claim time for 'running errands' for the client unless it specifically is stated in the Care Plan in place within the agency.
- The employee may not claim time for providing services in their (the employee's) home unless they live with the client.
- The employee may not claim time for things that are not in the Care Plan even if the client or responsible party 'tells them to do it.'

The above list is a compiling of examples, but is not all-inclusive. The best methods to use to avoid fraudulent timecard usage are:

1. Care staff may only claim time when physically with the client, performing the duties on the Care Plan unless otherwise directed by the Care Plan.

2. As a Qualified Professional, performing the duties listed in DHS guidelines (refer to Steps for Success training and Job Description-JD-03

Any infraction of this will not be tolerated.

Promptly report any suspected fraud to AccuKare at 763-862-3971 or DHS Health Care Provider Fraud Hotline at 651-431-2650 or 1-800-657-3750

III. PROCEDURE

A. Definition: "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in an unauthorized benefit to the person or another person or an act, promise to act, or omission made with the intent to obtain a benefit in a manner that is prohibited. Fraud includes:

(1) submitting an application for provider status knowing that the application misrepresents, conceals, or fails to disclose any material information;

(2) intentionally submitting a claim for reimbursement under this chapter, knowing or having reason to know the claim is ineligible for reimbursement in whole or in part;

(3) providing documentation or other information requested by the commissioner having knowledge that it is false in any material respect; and

(4) any act that constitutes the commission, or attempt or conspiracy to commit, a violation of any of the following:

(i) section 256.98 (wrongfully obtaining assistance);

(ii) section 609.467 (medical assistance fraud);

(iii) section 609.48 (perjury), involving making a false statement related to medical assistance or the receipt of public money;

(iv) section 609.496 (concealing criminal proceeds) or 609.497 (engaging in business of concealing criminal proceeds), involving proceeds consisting of public money;

(v) section 609.52 (theft), involving theft of property consisting of public money;

(vi) section 609.542 (illegal remuneration);

(vii) section 609.625 (aggravated forgery) or 609.63 (forgery), involving falsely filing any record, account, or other document with any state agency or department or falsely making or altering any record, account, or other document filed with any state agency or department;

(viii) section 609.821 (financial transaction card fraud), involving a public assistance benefit;

(ix) a felony listed in United States Code, title 42, section 1320a-7b(b)(1) or (2), subject to any safe harbors established in Code of Federal Regulations, title 42, section 1001.952; and

(x) any other act that constitutes fraud under applicable federal law.

B. The agency-provider Designated Billing Person is responsible for following Minnesota Health Care Programs (MHCP) billing policies and procedures. The agency-provider must ensure the designated billing staff complete training determined by the commissioner. CFSS agency-providers must report changes of the designated biller to MHCP immediately.

C. Public Funds Compliance Officer: This company has designated the 3x3 as their Public Funds Compliance Officer. The Public Funds Compliance Officer is responsible for implementing and overseeing the compliance program consistent with federal program

integrity guidance issued by CMS or the United States Department of Health and Human Services Office of the Inspector General.

D. Reporting responsibility: Employees, volunteers, agents, contractors and subcontractors must report known or suspected fraud, waste or abuse. An internal report may be made to their supervisor or to the Public Funds Compliance Officer. An external report can be made to the Office of the Inspector General by emailing OIG.InvestigationsDHS@state.mn.us, by calling 651-431-2650 or 800-657-3750, or by completing the MN DHS Fraud Reporting Tool: https://tnt02.agileapps.dhs.mn.gov/networking/WebFormV2.jsp?sid=943f9bdf86164298a917ccb14937500b&cid=2056597742&oid=f3ebd9728b1f442a862131b023c54354.

E. Requirement of good faith: Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

F. Confidentiality: Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

G. No retaliation: No employee who in good faith reports a violation of a law or regulation requirements will suffer harassment, retaliation, or adverse employment consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

H. Report acknowledgement: The Designated Billing Person, or designee, will acknowledge receipt of the reported violation or suspected violation by writing a letter (or email) to the complainant within ten (10) business days, noting that the allegations will be investigated.

I. Responding to allegations of improper conduct: The Public Funds Compliance Officer is responsible for responding to allegations of improper conduct related to the provision or billing of medical assistance services. This may include, but is not limited to investigating, interviewing applicable individuals involved, reviewing documents, asking for additional assistance, seeking input on process of the investigation, or seeking input on medical assistance laws and regulations interpretations to address all complaints and allegations concerning potential violations. The 3x3 or its designee will implement corrective action to remediate any resulting problems.

J. Evaluation and monitoring for internal compliance: On a regular schedule and as needed, the Designated Billing Person, or its designee, will run routine financial reports to review financial information for accuracy and compliance. On a regular schedule and as needed, the 3x3, or its designee, will review standard operations and procedures to ensure that they remain compliant.

K. Promptly reporting errors: The 3x3 will promptly report to DHS any credible evidence of violations of federal and state laws or regulations governing medical assistance.

L. Recovery of overpayment: Upon discovery of a medical assistance overpayment, the company will report and return the overpayment within 60 days after discovery, or by the date any corresponding cost report is due, whichever is later, in accordance with federal law.

M. Training: Employees, volunteers, agents, contractors and subcontractors, including billing personnel, will be trained on applicable federal and state laws and program requirements.

PHR-30 Policy Date: 06-10-2002
Revised Date: 10-08-2012
Revised Date: 07-31-2017
Revised Date: 08-08-2019
Revised Date: 10-05-2023
Revised Date: 09-29-2025
Revised Date: 08-27-2026

Hours of Work

AccuKare needs to have the flexibility to schedule people when needed. We try to accommodate individual needs as much as possible and still meet the needs of the organization. It may, however be necessary to ask staff to work at times other than their regularly scheduled time.

No timesheet or multiple timesheets from one individual will be accepted with hours in excess of 40 hours per week. Overtime requires **PRIOR** authorization by your supervisor.

PHR-28 Policy Date: 06-11-2002
Revised Date: 10-08-2012

Revised Date: 06-24-2015
Revised Date: 09-29-2025

Dress Code

The dress code policy pertains to all employees within all positions and departments of **AccuKare, Inc.** and should be in accordance to the following standards:

Casual attire may be worn. Typically this type of dress would include: Blue jeans, sweat pants, casual pants, a physical working modest skirt or dress, shorts, short or long sleeve shirts none of which has rips, holes, or large tears. Shorts may not be any shorter than 3 inches above the knee when standing. No sleeveless, halter, midriff, or cutoff tops are allowed. Undergarments should not be showing at any time. Sports bras are considered an undergarment and need to have a sleeved shirt worn over them. Our clients come from many diverse backgrounds and have their own beliefs. We, as a company, will always respect their choices. If a client requests no visible tattoo's, body piercings, certain types of clothing or level of exposed skin, we as a company will require our employee to meet those requests. If you, as an employee, are not able or willing to meet the requests of the client it will not be means of termination but an attempt for alternate placement will be attempted.

For inner office, when dressing in business casual attire, employees should keep in mind all appointments with AccuKare, Inc. customers, clients, employees, suppliers or vendors and dress accordingly.

Shoes need to be worn at **all** times. If in a client's home and they request no street shoes, a pair of indoor shoes are to remain in the home or be brought back and forth. Shoes should be of a nature that allow for support for the job needing to be performed.

PHR-44 Policy Date: 10-18-2012
Revised Date: 05-02-2013

Smoking

Tobacco use (chewing, cigarettes, cigar) and E-cig use (all vapor transmission methods) are strictly prohibited within the **AccuKare, Inc.** building, surrounding company property, client homes, and surrounding client property including when service is provided in the community. If a designated OUTSIDE smoking area is assigned at the client home reasonably far from the client, an employee who wishes to use this area may. However, employees are only permitted to use this area directly prior and directly after their shifts and on their prearranged breaks.

Should the company or the client feel that the privilege is being abused they reserve the right to discontinue its use. A client should never be left unattended for any reason.

The AccuKare, Inc building's designated smoking area is located outside any backdoor of the building complex.

PHR-47 Policy Date: 06-10-2002
Revised Date: 05-02-2013
Revised Date: 07-31-2017

Telephone and Social Media Policy

Employees may not use a client's telephone systems or computers for personal correspondence or other personal activities, such as soliciting for commercial ventures, political or religious causes, or other outside organizations or general internet usage or Facebook. The client's phone number, email address, texting, etc. is to never be given out or used. If a family member of the employee needs to reach the employee, the emergency number for AccuKare, Inc. should be contacted.

You are not allowed to engage with a client on any social media activity. For example, staff cannot be friends with a client on Facebook or connected via Snapchat, Twitter, etc.

While in client home:

- Cell phone location services and GPS must be deactivated/turned off, other than to clock in or out of the Caretap mobile app.
- Cell phone ringer and notifications must be put on silent/vibration mode
- Cell phones are to be utilized only to conduct AccuKare business, i.e. supervisor and/or office contact only
- Do not utilize cell phone for client business
- Laptops and tablets must be **turned off and not utilized in any fashion**

AccuKare upholds the Minnesota Department of Public Safety's Hands-Free Minnesota Law with regards to staff that drive as part of their hired position (MN Statute 169.475) (handsfreemn.org).

Telephone Monitoring

AccuKare Inc. reserves the right to monitor employee phone calls on an as-needed basis for the purpose of training and/or quality control, or if reasonable suspicion exists of violation of company rules. Employees do not need to be informed in advance as to when phone calls may be monitored.

Discipline

Employees found violating our telephone and social media policy are subject to any form of disciplinary action that AccuKare Inc. feels is necessary.

PHR-48 Policy Date: 10-18-2012
Revised Date: 05-02-2013
Revised Date: 07-31-2017
Revised Date: 09-11-2019
Revised Date: 08-11-2025
Revised Date: 10-05-2023

Maintaining of Electronic Data

No information related to any employee or client nor any information that is AccuKare business shall be maintained on any electronic device that is not of AccuKare issue and control. Any violation of this may be grounds for termination.

PHR-48.1 Policy Date: 05-01-2014

Client Funds Policy

Client ATM, EBT and credit cards are to never be used by an employee. The exception to this is if AccuKare has a copy of county documentation listing staff as an authorized user. The legal guardian of a client is excluded from this. At no time are you ever to obtain a personal passcode or ID number from a client, even if the client wants you to. If you are receiving mileage assistance or funds for errands, this must be dispersed via cash.

No funds are to ever be used for employee use or employee purchases, even if client authorizes it. There is to be no borrowing, lending or exchange of money or goods between client and staff. No Electronic Funds Transfers (EFTs) should be occurring, i.e. Venmo, Zelle, etc. Violation of this policy could result in an Adult Protection report due to misuse of funds of a vulnerable child or adult.

PHR- 63 Policy Date: 04-01-2013
Revised Date: 06-22-2015
Revised Date: 10-05-2023

Client Key Policy

No AccuKare employee shall have a key to a client residence, unless the employee lives there.

PHR-95 Policy Date: 05-15-2017
Revised Date: 10-05-2023

Employee Work Rules

AccuKare, Inc. does not tolerate unacceptable behavior. The following is a list of unacceptable behaviors; however this is merely a sample list. Any employee found engaging in any unacceptable behavior will be subject to disciplinary action (whether or not the behavior appears on the following list). Disciplinary action includes but is not limited to: reprimand, suspension, and dismissal.

Employees may not:

1. Neglect work responsibilities during work hours
2. Have consistent tardiness or unexcused absences
3. Complete another employee's time card or falsify records
4. Give false, incomplete, or misleading information to obtain days off
5. Fail to comply with the instructions of the supervisor(s)
6. Steal, damage, or destroy company/ client/co-worker property
7. Neglect company property
8. Have unauthorized use of company property
9. Violate safety or health rules
10. Violate the Smoking Policy
11. Be involved in workplace violence (including threats and verbal abuse)
12. Sexually harass
13. Engage in horseplay or other disorderly conduct
14. Possess weapons while on company property
15. Work under the influence of alcohol, THC, illegal or non-prescribed drugs
16. Violate the Dress Code Policy
17. Violate confidentiality, this includes any Facebook, tweeting, and any other source of electronic or social networking communication between employee and client
18. Sleep during scheduled shift
19. Violate the Telephone and Social Media Policy
20. Violate the medication management beyond job description and care plan
21. Borrow, lend or exchange money or goods between client and staff
22. Violate the Confidentiality Policy
23. Violate the Key Policy
24. Neglect reporting grievances per company policy

25. Maintain client information in an electronic format
26. Neglect completing timecard at end of each scheduled shift
27. Drive a client
28. Engage in any behavior violating job description
29. Neglect reporting as a Mandated Reporter as soon as possible within 24 hours
30. Violate the Client Fund Policy
31. Neglect reporting a client/employee incident
32. Violate the Attendance Policy
33. Commit Fraud
34. Do personal laundry at client home
35. Cook own foods at client home

PHR-45 Policy Date: 10-18-2012
Revised Date: 05-02-2013
Revised Date: 06-22-2017
Revised Date: 07-31-2017
Revised Date: 10-05-2023

Policy Regarding Eating in the Client Home

If an employee's scheduled work hours are through a meal or designated eating time, the following applies:

A CLIENT/CLIENT FAMILY IS NOT RESPONSIBLE FOR FEEDING OR HYDRATING AN EMPLOYEE.

Occasionally, a family/client may request that the employee share the time at a meal or snack with the family for assistance on redirection of behavior with the client during that activity.

The employee is to not eat or drink and feed or hydrate a client at the same time.

An employee is to never share a plate, beverage, or food item with a client.

An employee is to wash their hands between eating and feeding or hydrating a client to provide the client with a safe meal/fluid relatively free from cross-contamination.

Occasionally, a family/client may offer to an employee to eat their food or drink their beverages. This is to not be expected and may or may not be accepted by the employee as is desired.

NOTE: An employee may never accept an alcoholic beverage from a client or client family while responsible for the client.

If an employee eats or drinks while in a client home (their own food or food offered), the employee is responsible for completely cleaning any areas or dishes that they have soiled.

An employee is to bring their own food/liquid to work and arrange a time to eat/drink that is conducive to the environment of the home within which they are working.

The employee may need to make special arrangements with the agency which will clarify and approve with the client if there is a specified medical need different than the above mentioned information.

PHR-19 Policy Date: 10-18-2012

Payroll Policy

Electronic Visit Verification (EVV) is required to be used for all services. We utilize only electronic timecards through the Caretap app. NO TIME MAY BE RECORDED OR REPORTED THAT WAS NOT ACTUALLY SPENT WORKING WITH THE CLIENT. NO TIME MAY BE RECORDED OR REPORTED WHEN A CLIENT IS IN THE HOSPITAL OR ANOTHER CARE FACILITY.

Pay periods cover a 14-day work period. The work period begins on the determined Monday at 12:01 am and covers through Sunday at 12:00 am (midnight) fourteen days later. A Payroll calendar is provided in every hire packet and in every Home Kit/client book listing deadlines/pay dates.

It is the responsibility of the employee to ensure that the electronic time card is signed by both the caregiver and client/RP by the Tuesday following the end of the pay period by 12:00 PM in order for the individual to be paid. If the time card is not signed by both parties by the deadline, the individual will not be paid during that pay period. If the time card is not signed by both parties by the deadline, the individual will be paid on the following pay period after the time card is signed by both parties.

AccuKare can only pay what is recorded and signed on the Caretap app. Parameters/sanctions imposed on AccuKare dictate requirements placed on employees.

General Guidelines:

- An employee cannot work more than 80 hours per pay period, even if they have more than one client.
- Employees cannot claim time for working with more than one client at a time unless the clients are on 'shared care'.
- Two employees cannot work for the same client at the same time unless specified in the service plan or per approval from the county case manager.
- Employees cannot claim time from the time a client is admitted to a hospital or other facility through the time the client is discharged.
- Employees can provide for services to a client in the client's own home or anywhere in the community that is deemed necessary except for in the caregivers own home, unless the client and the caregiver reside in the same home.
- Employees can only claim their times for the services that are provided that are listed on the Care Plan or Service Delivery Plan.
- Electronic time cards must have activities selected.
- Electronic time cards must be signed and dated by client or responsible party through the Caretap app.
- Electronic time cards must be signed and dated by employee through the Caretap app.

**** Electronic Timesheets not completed per policy by the deadline or those that are incorrect may not be processed until correction(s) are made.***

PHR-49 Policy Date: 06-10-2002
Revised Date: 05-02-2013
Revised Date: 08-10-2017
Revised Date: 09-08-2021
Revised Date: 10-05-2023
Revised Date: 09-01-2024
Revised Date: 07-11-2025

Payroll Disbursement Policy

The two options for employees to receive pay disbursement are: 1) Direct Deposit into their bank account; or 2) Skylight Pay Card. All requests/changes must be made in writing by the requestor.

To sign up for the Skylight Pay Card, a 15 minute appointment needs to be scheduled in the office and the employee will have the card in hand once complete.

PHR-49.a Policy Date: 05-12-2013
Revised Date: 10-05-2023

Final Timecard/Paycheck

Final timecards are due within 30 days of the last day of employment. Timecards submitted after 30 days will not be processed or paid.

PHR-62 Policy Date: 07-19-2003

Transportation Policy

AccuKare, Inc. **does not allow** employees to provide transportation to its clients. Violation of this policy will not be tolerated and may lead to disciplinary action.

PHR-52 Policy Date: 06-10-2002
Revised Date: 12-01-2013

Animal Policy

Any and all AccuKare, Inc. employees are not responsible for the care, maintenance, or safety of any animal in the client home or on client property. Exception to this policy is a service animal of a client. Details of said service animal care will be detailed in the client care plan.

PHR-100 Policy Date: 07-10-2014

Policy and Procedure on Participant and Employee Safety

I. PURPOSE

The purpose of this policy is to provide procedures to be used to ensure the safety and well-being of participants and support workers.

II. POLICY

Emergency situations will be dealt with in a responsible manner by all employees involved. The following procedures are guidelines for actions to be taken in the event of an emergency. In emergency situations, support workers must first act to ensure the safety of participants, then at first opportunity notify a supervising professional at the agency-provider. In the event of any emergency situation, the supervising professional will ensure that the participant's representative and/or legal representative, and other team members (if applicable) are notified as soon as possible.

When the seriousness of an illness or injury cannot be definitively assessed by the support worker, they will consult with the participant's representative, a supervising professional at the agency-provider, or a health care professional.

III. PROCEDURE

A. Illness or injury

1. Upon discovering a situation where a participant may be experiencing an illness or injury, the support worker will first observe the scene and the participant to determine if it is safe for the support worker to respond. If the situation is safe, the support worker will check the participant for signs and symptoms of illness or injury. If the scene is not safe, the support worker will call "911."
2. The support worker will observe for signs and symptoms of illness or injury. The support worker will follow the principles of "Check, Call, Care." Signs and symptoms of illness or injury may include but are not limited to:
    a. Evidence of bleeding, fever, bruising, vomiting, coughing, congestion
    b. Changes in breathing, heart rate, skin color, bowel/bladder habits, appetite, behavior, mood, sleeping patterns, seizure pattern, consciousness
    c. Reports of pain, discomfort, dizziness, or itching
    d. Environmental indications that may have led to an illness or injury such as broken glass, an empty medicine container, or indications of a fall
3. The support worker with the participant will determine if an illness or injury is health or life threatening.
4. If it is determined that the illness or injury is life threatening, or if the support worker is unable to determine, the support worker will act with caution and refer to the *Incident Response and Reporting Policy* and follow procedures for medical emergencies.
5. The support worker will respond to illness or injury that is not life threatening by using first aid, as applicable. The support worker will notify a supervising professional at the agency of any illnesses or injuries that have occurred.
6. The support worker should contact a supervising professional at the agency or a health care professional to determine further action to be taken and document both the recommendations and actions taken in the program and health documentation, as applicable.
7. Medical care will be sought on behalf of the participant if the person is unable to do so and the participant's representative is not promptly available.

B. Severe weather conditions and natural disasters

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1. At the first sign of severe weather or a natural disaster, including but not limited to high winds, heavy snow or rain, or extreme temperatures, the support worker will confirm the location and safety of the participant whom they are scheduled to support.
2. The support worker will listen to the radio for current weather conditions.
3. Upon hearing sirens or a take cover warning, the support worker will guide the participant to the designated safe area and will also bring a battery-operated radio, first aid kit, and flashlight, if available.
4. The support worker will assist the participant in staying in the safe area until an all clear is issued through the radio or by other means.
5. If injury or damage occurs, the support worker will notify a supervising professional at the agency and follow the procedures listed above.

C. Fire
1. The support worker will respond immediately to all fire and smoke detector alarms or signs of fire by evacuating the participant from the building and assembling at a designated safe location.
2. The support worker will contain the area of the fire or explosion, if feasible, by closing doors and then will immediately call “911” from a neighbor’s telephone or a cell phone to report the fire.
3. The support worker will notify a supervising professional at the agency.
4. The support worker will ensure that the participant does not reenter the home until the police or fire department issue instructions that the home is safe.

PHR-118 & C-40 Policy Date: 08-27-2026

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Safety, Injury, and Incident Response, Reporting and Review

It is the policy of AccuKare to respond to, report, and review all incidents that occur while providing services in a timely and effective manner in order to protect the health and safety of and minimize risk of harm to persons receiving services.

“Incident" means an occurrence which involves a person and requires the program to make a response that is not part of the program’s ordinary provision of services to that person, and includes:

A. Serious injury of a person;
    1. Fractures;
    2. Dislocations;
    3. Evidence of internal injuries;
    4. Head injuries with loss of consciousness or potential for a closed head injury or concussion without loss of consciousness requiring a medical assessment by a health care professional, whether or not further medical attention was sought;
    5. Lacerations involving injuries to tendons or organs and those for which complications are present;
    6. Extensive second degree or third degree burns and other burns for which complications are present;
    7. Extensive second degree or third degree frostbite, and other frostbite for which complications are present;
    8. Irreversible mobility or avulsion of teeth;
    9. Injuries to the eyeball;
    10. Ingestion of foreign substances and objects that are harmful;
    11. Near drowning;
    12. Heat exhaustion or sunstroke;
    13. Attempted suicide; and
    14. All other injuries and incidents considered serious after an assessment by a health care professional, including but not limited to self-injurious behavior, a medication error requiring medical treatment, a suspected delay of medical treatment, a complication of a previous injury, or a complication of medical treatment for an injury.
B. A person’s death.
C. Any medical emergencies, unexpected serious illness, or significant unexpected change in an illness or medical condition of a person that requires the program to call 911, physician, advanced practice registered nurse, or physician assistant treatment, or hospitalization.
D. Any mental health crisis that requires the program to call 911 or a mental health crisis intervention team.
E. An act or situation involving a person that requires to program to call 911, law enforcement, or the fire department.
F. A person’s unauthorized or unexplained absence from a program.
G. Conduct by a person receiving services against another person receiving services that:
    1. Is so severe, pervasive, or objectively offensive that it substantially interferes with a person’s opportunities to participate in or receive service or support;

2. Places the person in actual and reasonable fear of harm;
3. Places the person in actual and reasonable fear of damage to property of the person; or
4. Substantially disrupts the orderly operation of the program.

H. Any sexual activity between persons receiving services involving force or coercion.
- "Force" means the infliction, attempted infliction, or threatened infliction by the actor of bodily or commission or threat of any other crime by the actor against the complainant or another, harm which (a) causes the complainant to reasonably believe that the actor has the present ability to execute the threat and (b) if the actor does not have a significant relationship to the complainant, also causes the complainant to submit.
- "Coercion" means words or circumstances that cause the complainant reasonably to fear that the actor will inflict bodily harm upon, or hold in confinement, the complainant or another, or force the complainant to submit to sexual penetration or contact, but proof of coercion does not require proof of a specific act or threat).

I. Any emergency use of manual restraint.

J. A report of alleged or suspected child or vulnerable adult maltreatment.

II. Response Procedures

A. Serious injury
1. In the event of a serious injury, staff will provide emergency first aid following instructions received during training.
2. Summon additional staff, if they are immediately available, to assist in providing emergency first aid or seeking emergency medical care.
3. Seek medical attention, including calling 911 for emergency medical care, as soon as possible.

B. Death
1. If a participant is found to be unresponsive, support workers will follow the procedures listed under medical emergencies, including calling "911" and giving CPR to the extent they are qualified unless the participant has an advanced directive.
2. If a participant is found to be deceased, support workers will immediately call "911." Support workers will not move the participant's body or anything in the environment and will wait near the participant until first responders or law enforcement arrive.
3. Support workers will follow any instructions provided by the "911" dispatchers and first responders.
4. Support workers will immediately notify a supervising professional at the agency-provider.
5. The supervising professional will notify the participant's representative, legal representative (if any), and case manager or care coordinator as soon as possible.
6. If agency-provider support workers learn that a participant died during a time services were not being provided, a supervising professional at the agency-provider will ensure that the participant's legal representative, participant representative, and case manager or care coordinator have been notified.

C. Medical emergency, unexpected serious illness, or significant unexpected change in an illness or medical condition
    1. Support workers will first call "911" if they believe that a participant is experiencing a medical emergency (including serious injury), unexpected serious illness, or significant unexpected change in illness or medical condition that may be life threatening and provide any relevant facts and medical history. The support worker will stay on the line following instructions until directed to hang up.
    2. Support workers will give first aid and/or CPR to the extent they are qualified, when it is indicated by their best judgment or the "911" dispatcher, unless the participant has an advanced directive.
    3. If the participant's condition does not require a call to "911," but prompt medical attention is necessary, support workers will consider the situation as health threatening and will call the participant's physician, licensed health care professional, or urgent care to obtain treatment.
    4. Support workers will notify a supervising professional at the agency-provider, who will contact the participant's representative or legal representative to coordinate further care.

D. Mental health crisis

When staff believes that a person is experiencing a mental health crisis they must call 911.

E. Requiring 911, law enforcement, or fire department
    1. For incidents requiring law enforcement or the fire department, staff will call 911.
    2. Support workers will implement any crisis prevention plans specific to the participant as a means to de-escalate, minimize, or prevent a crisis from occurring.
    3. If a mental health crisis were to occur, support workers will ensure the participant's safety and will not leave the participant alone if possible.
    4. For non-emergency incidents requiring law enforcement, staff will call 911 noting the non-emergency.
    5. For non-emergency incidents requiring the fire department, staff will call 911 noting the non-emergency.
    6. Staff will explain the need for assistance to the emergency personnel.
    7. Staff will answer all questions asked and follow instructions given by the emergency personnel responding to the call.
    8. Support workers will follow any instructions provided by the "911" dispatcher or the mental health crisis intervention team contact person.
    9. Support workers will notify a supervising professional at the agency-provider, who will contact the participant's representative or legal representative to coordinate further care.

F. Unauthorized or unexplained absence

When a person is determined to be missing or has an unauthorized or unexplained absence, staff will take the following steps:

1. If the person has a specific plan outlined in his/her Support Plan Addendum or CFSS Service Delivery Plan to address strategies in the event of unauthorized or unexplained absences that procedure should be implemented immediately, unless special circumstances warrant otherwise.
2. An immediate and thorough search of the immediate area that the person was last seen will be completed by available staff. When two staff persons are available, the

immediate area and surrounding neighborhood will be searched by one staff person. The second staff person will remain at the program location. Other persons receiving services will not be left unsupervised to conduct the search.

3. If after no more than 15 minutes, the search of the facility and neighborhood is unsuccessful, staff will contact law enforcement authorities.
4. Support workers will immediately call "911" if the participant is determined to be missing. Support workers will provide the police with information about the participant's appearance, last known location, disabilities, and other information as requested.
5. After contacting law enforcement, staff will notify their Qualified Professional or the AccuKare Manager who will determine if additional staff are needed to assist in the search.
6. The supervising professional will continue to monitor the situation until the participant is located.
7. A current photo will be kept in each person's file and made available to law enforcement.
8. When the person is found staff will return the person to the service site, or make necessary arrangements for the person to be returned to the service site.
9. If there is reasonable suspicion that abuse and/or neglect led to or resulted from the unexplained absence, support workers will report immediately in accordance with applicable policies and procedures for reporting and reviewing maltreatment of vulnerable adults or minors.

G. An act or situation involving a participant that requires the program to call "911," law enforcement, or the fire department
   1. Support workers will contact "911" immediately if there is a situation or act that puts the participant at imminent risk of harm.
   2. Support workers will immediately notify a supervising professional at the agency-provider of any "911," law enforcement, or fire department involvement or intervention.
   3. If a participant has been the victim of a crime, support workers will follow applicable policies and procedures for reporting and reviewing maltreatment of vulnerable adults or minors.
   4. If a participant has been sexually assaulted, support workers will discourage the participant from bathing, washing, or changing clothing. Support workers will leave the area where the assault took place untouched.
   5. If a participant is suspected of committing a crime or participating in unlawful activities, support workers will follow the participant's CFSS Service Delivery Plan when possible criminal behavior has been addressed in the plan.
   6. If a participant is suspected of committing a crime and the possibility has not been previously addressed, a supervising professional at the agency-provider will determine immediate actions and contact the participant's representative or legal representative, when applicable, to arrange a planning meeting.
   7. If a participant is incarcerated, a supervising professional at the agency-provider will provide the police with information regarding vulnerability, challenging behaviors, and medical needs.

H. Conduct of the person

When a person is exhibiting conduct against another person receiving services that is so severe, pervasive, or objectively offensive that it substantially interferes with a person's opportunities to participate in or receive service or support; places the person in actual and reasonable fear of harm; places the person in actual and reasonable fear of damage to property of the person; or substantially disrupts the orderly operation of the program, staff will take the following steps:

1. Summon additional staff, if available. If injury to a person has occurred or there is eminent possibility of injury to a person, implement approved therapeutic intervention procedures following the policy on emergency use of manual restraints (see EUMR Policy).
2. Support workers will redirect the participant to discontinue the behavior and/or physically place themselves between the aggressor(s) using the least intrusive methods possible in order to de-escalate the situation.
3. Support workers will follow the participant's CFSS Service Delivery Plan, including any written methods on how to support the participant with challenging or unsafe behaviors.
4. Support workers will direct the participant being aggressed against to a safe area, if applicable.
5. If other least restrictive alternatives were ineffective in de-escalating the participant's conduct and immediate intervention is needed to protect the participant or others from imminent risk of physical harm, support workers will call "911."
6. To the extent possible, support workers will visually examine participants for signs of physical injury and document any findings.
7. As applicable, implement the Support Plan Addendum for the person.
8. After the situation is brought under control, question the person(s) as to any injuries and visually observe their condition for any signs of injury. If injuries are noted, provide necessary treatment and contact medical personnel if indicated.

I. Sexual activity involving force or coercion

If a person is involved in sexual activity with another person receiving services and that sexual activity involves force or coercion, staff will take the following steps:

1. Instruct the person in a calm, matter-of-fact, and non-judgmental manner to discontinue the activity. Do not react emotionally to the person's interaction. Verbally direct each person to separate area.
2. If the person does not respond to a verbal redirection, intervene to protect the person from force or coercion, following the EUMR Policy as needed.
3. Summon additional staff if necessary and feasible.
4. If the persons are unclothed, provide them with appropriate clothing. Do not have them redress in the clothing that they were wearing.
5. Do not allow them to bathe or shower until law enforcement has responded and cleared this action.
6. Contact law enforcement as soon as possible and follow all instructions.
7. lf the person(s) expresses physical discomfort and/or emotional distress, or for other reasons you feel it necessary, contact medical personnel as soon as possible. Follow all directions provided by medical personnel.

J. Emergency use of manual restraint (EUMR)

Follow the EUMR Policy.

K. Maltreatment

Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy.

III. Reporting Procedures

A. Completing a report

1. Incident reports will be completed as soon possible after the occurrence, but no later than 24 hours after the incident occurred or the program became aware of the occurrence. The written report will include:
    a. The name of the person or persons involved in the incident;
    b. The date, time, and location of the incident;
    c. A description of the incident;
    d. A description of the response to the incident and whether a person's support plan addendum or program policies and procedures were implemented as applicable;
    e. The name of the staff person or persons who responded to the incident; and
    f. The results of the review of the incident (see section IV).
2. When the incident involves more than one person, this program will not disclose personally identifiable information about any other person when making the report to the legal representative or designated emergency contact and case manager, unless this program has consent of the person. The written report will not contain the name or initials of the other person(s) involved in the incident.

B. Reporting incidents to team members

1. All incidents must be reported to the person's legal representative or designated emergency contact and case manager:
    a. within 24 hours of the incident occurring while services were provided;
    b. within 24 hours of discovery or receipt of information that an incident occurred; or
    c. as otherwise directed in a person's support plan or support plan addendum.
2. This program will not report an incident when it has a reason to know that the incident has already been reported.
3. Any emergency use of manual restraint of a person must be verbally reported to the person's legal representative or designated emergency contact and case manager within 24 hours of the occurrence. The written report must be completed according to the requirements in the program's emergency use of manual restraints policy.

C. Additional reporting requirements for deaths and serious injuries

1. A report of the death or serious injury of a person must be reported to both the Department of Human Services Licensing Division and the Office of Ombudsman for Mental Health and Developmental Disabilities.
2. The report must be made within 24 hours of the death or serious injury occurring while services were provided or within 24 hours of receipt of information that the death or serious injury occurred.
3. This program will not report a death or serious injury when it has a reason to know that the death or serious injury has already been reported to the required agencies.

D. Additional reporting requirements for maltreatment

1. When reporting maltreatment, this program must inform the case manager of the report unless there is reason to believe that the case manager is involved in the suspected maltreatment.
2. The report to the case manager must disclose the nature of the activity or occurrence reported and the agency that received the maltreatment report.

E. Additional reporting requirements for emergency use of manual restraint (EUMR)

Follow the EUMR Policy.

IV. Reviewing Procedures

A. Conducting a review of incidents and emergencies

This program will complete a review of all incidents.

1. The review will be completed by the AccuKare Manager.
2. The review will be completed within 10 days of the incident.
3. The review will ensure that the written report provides a written summary of the incident.
4. The review will identify trends or patterns, if any, and determine if corrective action is needed.
5. When corrective action is needed, a staff person will be assigned to take the corrective action within a specified time period.

B. Conducting an internal review of deaths and serious injuries

This program will conduct an internal review of all deaths and serious injuries that occurred while services were being provided if they were not reported as alleged or suspected maltreatment. (Refer to the Vulnerable Adults Maltreatment Reporting and Internal Review Policy and Maltreatment of Minors Reporting and Internal Review Policy when alleged or suspected maltreatment has been reported.)

1. The review will be completed by AccuKare Management Team
2. The review will be completed within 30 days of the death or serious injury.
3. The internal review must include an evaluation of whether:
    a. related policies and procedures were followed;
    b. the policies and procedures were adequate;
    c. there is need for additional staff training;
    d. the reported event is similar to past events with the persons or the services involved to identify incident patterns; and
    e. there is need for corrective action by the program to protect the health and safety of the persons receiving services and to reduce future occurrences.
4. Based on the results of the internal review, the program must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the program, if any.
5. The internal review of all incidents of emergency use of manual restraints must be completed according to the requirements in the program's emergency use of manual restraints policy.

C. Conducting an internal review of maltreatment

Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy

D. Conducting a review of emergency use of manual restraints

Follow the EUMR Policy.

V. Record Keeping Procedures

A. The review of an incident will be documented on the incident reporting form and will include identifying trends or patterns and corrective action if needed.

Incident reports will be maintained in the person's record. The record must be uniform and legible.

Safety Reporting

All employees and management are required to report to their supervisor and or President of AccuKare, Inc. any concern that they may have regarding a safety violation or job hazard. Employees and management have the obligation to report any concern as per the AWAIR, ERTK, and OSHA BBP plans in order that a solution and assistance may be provided.

Work Related Employee Injury Report

Any employee who sustains any injury while working needs to contact AccuKare, Inc. immediately in order that the proper reporting and Worker's Compensation requirements may be met.

The employee is to contact their immediate supervisor as soon as the injury occurs unless it is life threatening. If the injury is not life threatening and after rendering first aid to oneself, the employee is to contact AccuKare, Inc. for further instruction regarding medical evaluation/treatment. If an injury is life threatening, the employee is to seek emergency medical treatment primarily, and then notify AccuKare, Inc.

Injuries/incidents need to be reported within 24 hours of their occurrence regardless of the severity.

A work release from the treating physician will be required following any injury before an employee will be allowed to return to work.

Policy reviewed and authorized by:

Karla R Adams, President	Signature on File
Print name & title	Signature

Date of last policy review: 10/05/2023 Date of last policy revision: 10/05/2023

Legal Authority: MS. §§§ 245D.11, subd. 2; 245.91, subd. 6; 609.341, subd. 3 and 14

PHR-53 & C-13 & S-14 Policy Date: 06-10-2002
Revised Date: 10-05-2023
Revised Date: 08-27-2026

Emergency Use of Manual Restraints Policy

Program Name: AccuKare, Inc

I. Policy

It is the policy of this DHS licensed provider, AccuKare (program), to promote the rights of persons served by this program and to protect their health and safety during the emergency use of manual restraints.

"Emergency use of manual restraint" means using a manual restraint when a person poses an imminent risk of physical harm to self or others and it is the least restrictive intervention that would achieve safety. Property damage, verbal aggression, or a person's refusal to receive or participate in treatment or programming on their own, do not constitute an emergency.

AccuKare DOES NOT use Manual restraints; however, if an emergency occurs, please follow this criteria. If your client is escalating in behavior, attempt the following to redirect the behavior.

II. Positive support strategies and techniques required

A. The following positive support strategies and techniques must be used to attempt to de-escalate a person's behavior before it poses an imminent risk of physical harm to self or others:

- Follow individualized strategies in a person's coordinated service and support plan and coordinated service and support plan addendum;
- Shift the focus by verbally redirect the person to a desired alternative activity;
- Model desired behavior;
- Reinforce appropriate behavior
- Offer choices, including activities that are relaxing and enjoyable to the person;
- Use positive verbal guidance and feedback;
- Actively listen to a person and validate their feelings;
- Create a calm environment by reducing sound, lights, and other factors that may agitate a person;
- Speak calmly with reassuring words, consider volume, tone, and non-verbal communication;
- Simplify a task or routine or discontinue until the person is calm and agrees to participate; or
- Respect the person's need for physical space and/or privacy.

B. The program will develop a positive support transition plan on the forms and in manner prescribed by the Commissioner and within the required timelines for each person served when required in order to:

1. eliminate the use of prohibited procedures as identified in section III of this policy;
2. avoid the emergency use of manual restraint as identified in section I of this policy;
3. prevent the person from physically harming self or others; or
4. phase out any existing plans for the emergency or programmatic use of restrictive interventions prohibited.

III. Permitted actions and procedures

Use of the following instructional techniques and intervention procedures used on an intermittent or continuous basis are permitted by this program. When used on a continuous basis, it must be addressed in a person's coordinated service and support plan addendum.

A. Physical contact or instructional techniques must be use the least restrictive alternative possible to meet the needs of the person and may be used to:
   1. calm or comfort a person by holding that persons with no resistance from that person;
   2. protect a person known to be at risk of injury due to frequent falls as a result of a medical condition;
   3. facilitate the person's completion of a task or response when the person does not resist or the person's resistance is minimal in intensity and duration; or
   4. block or redirect a person's limbs or body without holding the person or limiting the person's movement to interrupt the person's behavior that may result in injury to self or others, with less than 60 seconds of physical contact by staff; or
   5. to redirect a person's behavior when the behavior does not pose a serious threat to the person or others and the behavior is effectively redirected with less than 60 seconds of physical contact by staff.

B. Restraint may be used as an intervention procedure to:
   1. allow a licensed health care professional to safely conduct a medical examination or to provide medical treatment ordered by a licensed health care professional to a person necessary to promote healing or recovery from an acute, meaning short-term, medical condition; or
   2. assist in the safe evacuation or redirection of a person in the event of an emergency and the person is at imminent risk of harm; or
   3. position a person with physical disabilities in a manner specified in the person's coordinated service and support plan addendum.
      Any use of manual restraint as allowed in this paragraph [Section B] must comply with the restrictions identified in [Section A].

C. Use of adaptive aids or equipment, orthotic devices, or other medical equipment ordered by a licensed health professional to treat a diagnosed medical condition do not in and of themselves constitute the use of mechanical restraint.

IV. Prohibited Procedures

Use of the following procedures as a substitute for adequate staffing, for a behavioral or therapeutic program to reduce or eliminate behavior, as punishment, or for staff convenience, is prohibited by this program:

1. chemical restraint;
2. mechanical restraint;
3. manual restraint;
4. time out;
5. seclusion; or
6. any aversive or deprivation procedure.

V. Manual Restraints Not Allowed in Emergencies

A. This program does not allow the emergency use of manual restraint. The following alternative measures must be used by staff to achieve safety when a person's conduct poses an imminent risk of physical harm to self or others and less restrictive strategies have not achieved safety:

- Continue to utilize the positive support strategies;
- Continue to follow individualized strategies in a person's coordinated service and support plan and coordinated service and support plan addendum;
- Ask the person and/or others if they would like to move to another area where they may feel safer or calmer;
- Remove objects from the person's immediate environment that they may use to harm self or others
- Call 911 for law enforcement assistance if the alternative measures listed above are ineffective in order to achieve safety for the person and/or others. While waiting for law enforcement to arrive staff will continue to offer the alternative measures listed above if doing so does not pose a risk of harm to the person and/or others.
- Refer to the attached list of alternative measures that includes a description of each of the alternative measures trained staff are allowed to use and instructions for the safe and correct implementation of those alternative measures.

B. The program will not allow the use of an alternative safety procedure with a person when it has been determined by the person's physician or mental health provider to be medically or psychologically contraindicated for a person. This program will complete an assessment of whether the allowed procedures are contraindicated for each person receiving services as part of the required service planning required under the 245D Home and Community-based Services (HCBS) Standards (section 245D.07, subdivision 2, for recipients of basic support services; or section 245D.071, subdivision 3, for recipients of intensive support services).

VI. Conditions for Emergency Use of Manual Restraint

A. Emergency use of manual restraint must meet the following conditions:

1. immediate intervention must be needed to protect the person or others from imminent risk of physical harm;

2. the type of manual restraint used must be the least restrictive intervention to eliminate the immediate risk of harm and effectively achieve safety; and

3. the manual restraint must end when the threat of harm ends.

B. The following conditions, on their own, are not conditions for emergency use of manual restraint:

1. the person is engaging in property destruction that does not cause imminent risk of physical harm;
2. the person is engaging in verbal aggression with staff or others; or
3. a person's refusal to receive or participate in treatment or programming.

VII. Restrictions When Implementing Emergency Use of Manual Restraint

Emergency use of manual restraint must not:

1. be implemented with a child in a manner that constitutes sexual abuse, neglect, physical abuse, or mental injury;
2. be implemented with an adult in a manner that constitutes abuse or neglect;
3. be implemented in a manner that violates a person's rights and protection;
4. be implemented in a manner that is medically or psychologically contraindicated for a person;
5. restrict a person's normal access to a nutritious diet, drinking water, adequate ventilation, necessary medical care, ordinary hygiene facilities, normal sleeping conditions, or necessary clothing;
6. restrict a person's normal access to any protection required by state licensing standards and federal regulations governing this program;
7. deny a person visitation or ordinary contact with legal counsel, a legal representative, or next of kin;
8. be used as a substitute for adequate staffing, for the convenience of staff, as punishment, or as a consequence if the person refuses to participate in the treatment or services provided by this program;
9. use prone restraint. "Prone restraint" means use of manual restraint that places a person in a face-down position. It does not include brief physical holding of a person who, during an emergency use of manual restraint, rolls into a prone position, and the person is restored to a standing, sitting, or side-lying position as quickly as possible; or
10. apply back or chest pressure while a person is in a prone position, supine (meaning a face-up) position, or side-lying position,
11. be implemented in a manner that is contraindicated for any of the person's known medical or psychological limitations.

VIII. Monitoring Emergency Use of Manual Restraint

A. The program must monitor a person's health and safety during an emergency use of a manual restraint. The purpose of the monitoring is to ensure the following:

1. only manual restraints allowed in this policy are implemented;
2. manual restraints that have been determined to be contraindicated for a person are not implemented with that person;
3. allowed manual restraints are implemented only by staff trained in their use;
4. the restraint is being implemented properly as required; and
5. the mental, physical, and emotional condition of the person who is being manually restrained is being assessed and intervention is provided when necessary to maintain the person's health and safety and prevent injury to the person, staff involved, or others involved.

B. When possible, a staff person who is not implementing the emergency use of a manual restraint must monitor the procedure.

C. A monitoring form, as approved by the Department of Human Services, must be completed for each incident involving the emergency use of a manual restraint.

IX. Reporting Emergency Use of Manual Restraint

A. Within 24 hours of an emergency use of manual restraint, the legal representative, the responsible party and the case manager must receive verbal notification of the occurrence as required under the incident response and reporting requirements in the 245D HCBS Standards, section 245D.06, subdivision 1.

When the emergency use of manual restraint involves more than one person receiving services, the incident report made to the legal representative, the responsible party and the case manager must not disclose personally identifiable information about any other person unless the program has the consent of the person.

B. Within 3 calendar days after an emergency use of a manual restraint, the staff person who implemented the emergency use must report in writing to the program's designated coordinator, AccuKare Manager, the following information about the emergency use:

1. who was involved in the incident leading up to the emergency use of a manual restraint; including the names of staff and persons receiving services who were involved;
2. a description of the physical and social environment, including who was present before and during the incident leading up to the emergency use of a manual restraint;
3. a description of what less restrictive alternative measures were attempted to de-escalate the incident and maintain safety before the emergency use of a manual restraint was implement. This description must identify when, how, and how long the alternative measures were attempted before the manual restraint was implemented;

4. a description of the mental, physical, and emotional condition of the person who was manually restrained, leading up to, during, and following the manual restraint;
5. a description of the mental, physical, and emotional condition of the other persons involved leading up to, during, and following the manual restraint;
6. whether there was any injury to the person who was restrained before or as a result of the use of a manual restraint;
7. whether there was any injury to other persons, including staff, before or as a result of the use of a manual restraint; and
8. whether there was a debriefing with the staff and, if not contraindicated, with the person who was restrained and other persons who were involved in or who witnessed the restraint, following the incident. Include the outcome of the debriefing. If the debriefing was not conducted at the time the incident report was made, the report should identify whether a debriefing is planned.

C. A copy of this report must be maintained in the person's service recipient record. The record must be uniform and legible.

D. Each single incident of emergency use of manual restraint must be reported separately. A single incident is when the following conditions have been met:

1. after implementing the manual restraint, staff attempt to release the person at the moment staff believe the person's conduct no longer poses an imminent risk of physical harm to self or others and less restrictive strategies can be implemented to maintain safety;
2. upon the attempt to release the restraint, the person's behavior immediately re-escalates; and
3 staff must immediately re-implement the manual restraint in order to maintain safety.

X. Internal Review of Emergency Use of Manual Restraint

A. Within 5 business days after the date of the emergency use of a manual restraint, the program must complete and document an internal review of the report prepared by the staff member who implemented the emergency procedure.

B. The internal review must include an evaluation of whether:

1. the person's service and support strategies need to be revised;
2. related policies and procedures were followed;
3. the policies and procedures were adequate;
4. there is need for additional staff training;
5. the reported event is similar to past events with the persons, staff, or the services involved; and

6. there is a need for corrective action by the program to protect the health and safety of persons.

C. Based on the results of the internal review, the program must develop, document, and implement a corrective action plan for the program designed to correct current lapses and prevent future lapses in performance by individuals or the program.

D. The corrective action plan, if any, must be implemented within 30 days of the internal review being completed.

E. The program has identified the following person or position responsible for conducting the internal review and for ensuring that corrective action is taken, when determined necessary:

AccuKare Manager

XI. Expanded Support Team Review of Emergency Use of Manual Restraint

A. Within 5 working days after the completion of the internal review, the program must consult with the expanded support team to:

1. Discuss the incident to:

   a. define the antecedent or event that gave rise to the behavior resulting in the manual restraint; and

   b. identify the perceived function the behavior served.

2. Determine whether the person's coordinated service and support plan addendum needs to be revised to:

   a. positively and effectively help the person maintain stability; and

   b. reduce or eliminate future occurrences of manual restraint.

B. The program must maintain a written summary of the expanded support team's discussion and decisions in the person's service recipient record.

C. The program has identified the following person or position responsible for conducting the expanded support team review and for ensuring that the person's coordinated service and support plan addendum is revised, when determined necessary.

Karla R Adams, President

XII. External Review and Reporting of Emergency Use of Manual Restraint

Within 5 working days after the completion of the expanded support team review, the program must submit the following to the Department of Human Services using the online behavior intervention reporting form which automatically routes the report to the Office of the Ombudsman for Mental Health and Developmental Disabilities:

1. report of the emergency use of a manual restraint;

2. the internal review and corrective action plan; and

3. the expanded support team review written summary.

XIII. Staff Training

Before staff may implement manual restraints on an emergency basis the program must provide the training required in this section.

A. The program must provide staff with orientation and annual training as required in Minnesota Statutes, section 245D.09.

1. Before having unsupervised direct contact with persons served by the program, the program must provide instruction on prohibited procedures that address the following:

   a. what constitutes the use of restraint, time out, seclusion, and chemical restraint;

   b. staff responsibilities related to ensuring prohibited procedures are not used;

   c. why such prohibited procedures are not effective for reducing or eliminating symptoms or undesired behavior;

   d. why prohibited procedures are not safe; and

   e. the safe and correct use of manual restraint on an emergency basis according to the requirements in the 245D HCBS Standards, section 245D.061 and this policy.

2. Within 60 days of hire the program must provide instruction on the following topics:

   a. alternatives to manual restraint procedures, including techniques to identify events and environmental factors that may escalate conduct that poses an imminent risk of physical harm to self or others;

   b. de-escalation methods, positive support strategies, and how to avoid power struggles;

   c. simulated experiences of administering and receiving manual restraint procedures allowed by the program on an emergency basis;

   d. how to properly identify thresholds for implementing and ceasing restrictive procedures;

   e. how to recognize, monitor, and respond to the person's physical signs of distress, including positional asphyxia;

   f. the physiological and psychological impact on the person and the staff when restrictive procedures are used;

   g. the communicative intent of behaviors; and

   h. relationship building.

B. Training on these topics received from other sources may count toward these requirements if received in the 12-month period before the staff person's date of hire or in the 12-month period before this program's 245D-HCBS license became effective on Jan. 1, 2014.

C. The program must maintain documentation of the training received and of each staff person's competency in each staff person's personnel record.

Policy reviewed and authorized by:

Karla R Adams, President	Signature on File
Print name & title	Signature

Date of last policy review: 10/05/2023 Date of last policy revision: 10/05/2023
Legal Authority: MS §§ 245D.06, subd. 5 to subd, 8; 245D.061

C-24 & PHR-82 Policy Date: 09-09-2013
Revision Date: 06-20-2015
Revision Date: 07-20-2015
Revision Date: 10-05-2023

Recipient Grievance Policy

Program Name: AccuKare, Inc.

Policy

It is the policy of this DHS licensed provider, AccuKare (program), to ensure that people served by this program have the right to respectful and responsive services. We are committed to providing a simple complaint process for the people served in our program and their authorized or legal representatives to bring grievances forward and have them resolved in a timely manner.

Procedures

A. Service Initiation
A person receiving services and their case manager will be notified of this policy, and provided a copy, within five working days of service initiation.

B. How to File a Grievance
1. The person receiving services or person's authorized or legal representative:
   a. should talk to a staff person that they feel comfortable with about their complaint or problem;
   b. clearly inform the staff person that they are filing a formal grievance and not just an informal complaint or problem; and
   c. may request staff assistance in filing a grievance.
2. If the person or person's authorized or legal representative does not believe that their grievance has been resolved they may bring the complaint to the highest level of authority in this program.
   - That person is Karla R Adams, President.
   - They may be reached at 13750 Crosstown Drive, Suite L100, Andover, MN 55304,

     763-458-1926

C. Response by the Program
1. Upon request, staff will provide assistance with the complaint process to the service recipient and their authorized representative. This assistance will include:
   a. the name, address, and telephone number of outside agencies to assist the person; and
   b. responding to the complaint in such a manner that the service recipient or authorized representative's concerns are resolved.
2. This program will respond promptly to grievances that affect the health and safety of service recipients.
3. All other complaints will be responded to within 14 calendar days of the receipt of the complaint.
4. All complaints will be resolved within 30 calendar days of the receipt.
5. If the complaint is not resolved within 30 calendar days, this program will document the reason for the delay and a plan for resolution.
6. Once a complaint is received, the program is required to complete a complaint review. The complaint review will include an evaluation of whether:
   a. related policy and procedures were followed;
   b. related policy and procedures were adequate;
   c. there is a need for additional staff training;

d. the complaint is similar to past complaints with the persons, staff, or services involved; and
e. there is a need for corrective action by the license holder to protect the health and safety of persons receiving services.

7. Based on this review, the license holder must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the license holder, if any.
8. The program will provide a written summary of the complaint and a notice of the complaint resolution to the person and case manager that:
   a. identifies the nature of the complaint and the date it was received;
   b. includes the results of the complaint review; and
   c. identifies the complaint resolution, including any corrective action.

D. The complaint summary and resolution notice must be maintained in the person's record.

Policy reviewed and authorized by:

Karla R Adams, President	Signature on File
Print name & title	Signature

Date of last policy review: 10/05/2023 Date of last policy revision: 10/05/2023

Legal Authority: Minn. Stat. § 245D.10, subd. 2 and 4

C-25 245D Policy Date: 09-09-2013
Revised Date: 07-20-2015
Revised Date: 10-05-2023

Policy and Procedure on Grievances

I. PURPOSE

The purpose of this policy is to promote participant rights by providing participants, participant representatives, legal representatives, and/or others with a simple process to address complaints or grievances.

II. POLICY

Each participant, participant representative, and/or legal representative will be encouraged and assisted in continuously sharing ideas and expressing concerns in informal discussions with support workers and agency-provider supervising professionals during meetings or at any time. Each concern or grievance will be addressed, and attempts will be made to reach a fair resolution in a reasonable manner.

Should a participant, participant representative, and/or legal representative feel an issue or complaint has not or cannot be resolved through informal discussion, they should file a formal grievance. Support workers and participants, participant representative, and/or legal representative will receive training regarding the informal and formal grievance procedure. This policy will be provided, orally and in writing, to all participants, participant representatives, and/or legal representatives. If a participant, participant representative, and/or legal representative feel that their formal complaint has not or cannot be resolved by other staff, they may bring their complaint to the highest level of authority in the agency-provider, the President, who may be reached at the following:

Name: Karla Adams, President

Address: 13750 Crosstown Dr NW, Suite L100, Andover, MN 55304
Telephone Number: 763-862-3971

The agency-provider will ensure that during the service initiation process that there is orientation for the participant, participant representative, and/or legal representative to the agency-provider's policy on addressing grievances. Throughout the grievance procedure, interpretation in languages other than English and/or with alternative communication methods may be necessary and will be provided upon request. If desired, assistance from an outside agency (such as The Arc, MN Office of the Ombudsman, local county social service agency-provider) may be sought to assist with the grievance. The CFSS agency-provider will provide the address and phone numbers of outside agencies to assist the service recipients and/or representatives if requested.

A participant, participant representative, and/or legal representatives may file a grievance without threat or fear of reprisals, discharge, or the loss of future provision of appropriate services and supports.

III. PROCEDURE

A. All complaints affecting a participant's health and safety will be responded to immediately by a supervising professional in the agency-provider.

B. Support workers will immediately inform a supervising professional in the agency-provider of any grievances and will follow this policy and procedure. If at any time, assistance from the agency-provider is requested in the complaint process, it will be provided.

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C. If a participant, participant representative, and/or legal representative chooses to use the formal grievance process, they may notify a supervising professional at the agency-provider in writing or verbally. They will receive an initial response in writing within 14 calendar days of receipt of the grievance.

D. If the participant, participant representative, and/or legal representative is not satisfied with the response, they may submit an internal appeal in writing or discuss the formal grievance with the President, who will then respond within 14 calendar days.

E. All grievances must and will be resolved within 30 calendar days of receipt of the grievance. If this is not possible, the President will document the reason for the delay and the plan for resolution.

F. If the participant, participant representative, and/or legal representative believe their rights have been violated, they retain the option of contacting an outside agency, including an advocacy agency, and state they would like to file a formal grievance regarding their services, provider company, etc.

G. As part of the grievance review and resolution process, a grievance review will be completed by an agency-provider supervising professional and documented by using the *Grievance Internal Review* form. The grievance review will include an evaluation of whether:
   1. Related policies and procedures were followed
   2. The policies and procedures were adequate
   3. There is a need for additional staff training
   4. The complaint is similar to past complaints with the people, staff, or services involved
   5. There is a need for corrective action by the agency-provider to protect the health and safety of people receiving services

H. A written summary of the grievance and a notice of the grievance resolution will be provided to the participant, participant representative, and/or legal representative and case manager or care coordinator using the *Grievance Summary and Resolution Notice* form. This summary will:
   1. Identify the nature of the grievance and the date it was received
   2. Include the results of the grievance review
   3. Identify the grievance resolution, including any corrective action

I. The *Grievance Summary and Resolution Notice* will be maintained in the participant's record.

J. The CFSS agency-provider will document and track all grievances they receive per year and the resolutions to those grievances using the *Grievance Tracking Record*.

C-25 CFSS Policy Date: 08-27-2026

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Maltreatment of Vulnerable Adults Reporting Policy for DHS Licensed & Unlicensed Programs

It is the policy of AccuKare to protect the adults served by this program who are vulnerable to maltreatment and to require the reporting of suspected maltreatment of vulnerable adults.

As a mandated reporter, if you know or suspect that a vulnerable adult has been maltreated, you must report it immediately (within 24 hours).

Where to Report

- You can report to the MN Adult Abuse Reporting Center (MAARC) at 844-880-1574

- Or, you can report internally to AccuKare Manager at 763-862-3971. If the individual listed is involved in the alleged or suspected maltreatment, you must report to Karla R Adams, AccuKare President at 763-458-1926.

Internal Report

- When an internal report is received, the AccuKare Manager is responsible for deciding if the report must be forwarded to the MAARC. If that person is involved in the suspected maltreatment, the AccuKare President will assume responsibility for deciding if the report must be forwarded to the MAARC. The report must be forwarded within 24 hours.

- If you have reported internally, you will receive, within two working days, a written notice that tells you whether or not your report has been forwarded to the MAARC. The notice will be given to you in a manner that protects your identity. It will inform you that, if you are not satisfied with the facility's decision on whether or not to report externally, you may still make the external report to the MAARC yourself. It will also inform you that you are protected against any retaliation if you decide to make a good faith report to the MAARC.

Internal Review

When AccuKare has reason to know that an internal or external report of alleged or suspected maltreatment has been made, AccuKare must complete an internal review within 30 calendar days and take corrective action, if necessary, to protect the health and safety of vulnerable adults. The internal review must include an evaluation of whether:

(i) related policies and procedures were followed;
(ii) the policies and procedures were adequate;
(iii) there is a need for additional staff training;
(iv) the reported event is similar to past events with the vulnerable adults or the services involved; and
(v) there is a need for corrective action by AccuKare to protect the health and safety of vulnerable adults.

Primary and Secondary Person or Position to Ensure Internal Reviews are Completed
The internal review will be completed by the AccuKare Manager. If this individual is involved in the alleged or suspected maltreatment, the AccuKare President will be responsible for completing the internal review.

Documentation of the Internal Review
AccuKare must document completion of the internal review and make internal reviews accessible to the commissioner immediately upon the commissioner's request.

Corrective Action Plan
Based on the results of the internal review, AccuKare must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or AccuKare, if any.

Staff Training
AccuKare shall ensure that each new mandated reporter receives an orientation within 72 hours of first providing direct contact services to a vulnerable adult and annually thereafter. The orientation and annual review shall inform the mandated reporters of the reporting requirements and definitions specified under Minnesota Statutes, sections 626.557 and 626.5572, the requirements of Minnesota Statutes, section 245A.65, the license holder's program abuse prevention plan, and all internal policies and procedures related to the prevention and reporting of maltreatment of individuals receiving services.

AccuKare must document the provision of this training, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

THIS REPORTING POLICY MUST BE POSTED IN A PROMINENT LOCATION, AND BE MADE AVAILABLE UPON REQUEST.

C-10 & PHR-60 Policy Date: 06-10-2002
Revised Date: 08-19-2013
Revised Date: 09-09-2013
Revised Date: 05-26-2015
Revised Date: 07-20-2015
Revised Date: 10-05-2023

Maltreatment of Minors Mandated Reporting Policy for DHS Licensed & Unlicensed Programs

It is the policy of AccuKare to protect the children served by this program whose health or welfare may be jeopardized through verbal abuse, physical abuse, neglect, or sexual abuse.

Who Should Report Child Abuse and Neglect

- Any person may voluntarily report abuse or neglect.
- If you work with children in a licensed facility, you are legally required or mandated to report and cannot shift the responsibility of reporting to your supervisor or to anyone else at your licensed facility. If you know or have reason to believe a child is being or has been neglected or verbally or physically or sexually abused within the preceding three years you must immediately (within 24 hours) make a report to an outside agency.

Where to Report

- If you know or suspect that a child is in immediate danger, call 911.
- All reports concerning suspected abuse or neglect of children occurring in a licensed facility should be made to the Department of Human Services, Licensing Division's Maltreatment Intake line at (651) 431-6600.
- Reports regarding incidents of suspected abuse or neglect of children occurring within a family or in the community should be made to the local county social services agency at 763-422-7125 or local law enforcement at 763-323-5000.
- If your report does not involve possible abuse or neglect, but does involve possible violations of Minnesota Statutes or Rules that govern the facility, you should call the Department of Human Services, Licensing Division at (651) 431-6500.

When to Report

- Mandated reporters must make a report to one of the agencies listed above immediately (as soon as possible but no longer than 24 hours).

Information to Report

- A report to any of the above agencies should contain enough information to identify the child involved, any persons responsible for the maltreatment (if known), and the nature and extent of the maltreatment and/or possible licensing violations. For reports concerning suspected maltreatment occurring within a licensed facility, the report should include any actions taken by the facility in response to the incident.

What to Report

- Maltreatment includes egregious harm, neglect, physical abuse, sexual abuse, substantial child endangerment, threatened injury, and mental injury. For definitions refer to Minnesota Statutes, section 260E.03. Maltreatment must be reported if you have witnessed or have reason to believe that a child is being or has been maltreated within the last three years.
- Definitions of maltreatment are contained in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, section 626.556).

- A report to any of the above agencies should contain enough information to identify the child involved, any persons responsible for the abuse or neglect (if known), and the nature and extent of the maltreatment and/or possible licensing violations. For reports concerning suspected abuse or neglect occurring within a licensed facility, the report should include any actions taken by the facility in response to the incident.
- An oral report of suspected abuse or neglect made to one of the above agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays.

Failure to Report

A mandated reporter who knows or has reason to believe a child is or has been neglected or verbally or physically or sexually abused and fails to report is guilty of a misdemeanor. In addition, a mandated reporter who fails to report maltreatment that is found to be serious or recurring maltreatment may be disqualified from employment in positions allowing direct contact with persons receiving services from programs licensed by the Department of Human Services as listed in MN Statutes, section 245C.03, and by the Minnesota Department of Health, and unlicensed Personal Care Provider Organizations.

Retaliation Prohibited

An employer of any mandated reporter shall not retaliate against the mandated reporter for reports made in good faith or against a child with respect to whom the report is made. The Reporting of Maltreatment of Minors Act contains specific provisions regarding civil actions that can be initiated by mandated reporters who believe that retaliation has occurred.

Internal Review

When AccuKare has reason to know that an internal or external report of alleged or suspected maltreatment has been made, AccuKare must complete an internal review within 30 calendar days and take corrective action, if necessary, to protect the health and safety of children in care. The internal review must include an evaluation of whether:

(vi) related policies and procedures were followed;
(vii) the policies and procedures were adequate;
(viii) there is a need for additional staff training;
(ix) the reported event is similar to past events with the children or the services involved; and
(x) there is a need for corrective action by the license holder to protect the health and safety of children in care.

Primary and Secondary Person or Position to Ensure Internal Reviews are Completed

The internal review will be completed by the AccuKare Manager. If this individual is involved in the alleged or suspected maltreatment, the AccuKare President will be responsible for completing the internal review.

Documentation of the Internal Review

AccuKare must document completion of the internal review and make internal reviews accessible to the commissioner immediately upon the commissioner's request.

Corrective Action Plan
Based on the results of the internal review, AccuKare must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or AccuKare, if any.

Staff Training
AccuKare must provide training to all staff related to the mandated reporting responsibilities as specified in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, section 626.556). AccuKare must document the provision of this training in individual personnel records, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

Definitions
Found in Minnesota Statutes, section 260E.03

Egregious Harm (Minnesota Statutes, section 260E.03, subd. 5)
"Egregious harm" means harm under section 260C.007, subdivision 14, or a similar law of another jurisdiction.

Minnesota Statutes, section 260C.007, Subd. 14:
"Egregious harm" means the infliction of bodily harm to a child or neglect of a child which demonstrates a grossly inadequate ability to provide minimally adequate parental care. The egregious harm need not have occurred in the state or in the county where a termination of parental rights action is otherwise properly venued. Egregious harm includes, but is not limited to:

1. conduct towards a child that constitutes a violation of sections 609.185 to 609.2114, 609.222, subdivision 2, 609.223, or any other similar law of any other state;
2. the infliction of "substantial bodily harm" to a child, as defined in section 609.02, subdivision 7a;
3. conduct towards a child that constitutes felony malicious punishment of a child under section 609.377;
4. conduct towards a child that constitutes felony unreasonable restraint of a child under section 609.255, subdivision 3;
5. conduct towards a child that constitutes felony neglect or endangerment of a child under section 609.378;
6. conduct towards a child that constitutes assault under section 609.221, 609.222, or 609.223;
7. conduct towards a child that constitutes solicitation, inducement, or promotion of, or receiving profit derived from prostitution under section 609.322;
8. conduct towards a child that constitutes murder or voluntary manslaughter as defined by United States Code, title 18, section 1111(a) or 1112(a);
9. conduct towards a child that constitutes aiding or abetting, attempting, conspiring, or soliciting to commit a murder or voluntary manslaughter that constitutes a violation of United States Code, title 18, section 1111(a) or 1112(a); or
10. conduct toward a child that constitutes criminal sexual conduct under sections 609.342 to 609.345.

Maltreatment (Minnesota Statutes, section 260E.03, subd. 12)
"Maltreatment" means any of the following acts or omissions:

1. egregious harm under subdivision 5;
2. neglect under subdivision 15;
3. physical abuse under subdivision 18;
4. sexual abuse under subdivision 20;
5. substantial child endangerment under subdivision 22;
6. threatened injury under subdivision 23;
7. mental injury under subdivision 13; and
8. maltreatment of a child in a facility.

Mental injury (Minnesota Statutes, section 260E.03, subd. 13)
"Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

Neglect (Minnesota Statutes, section 260E.03, subd. 15)
A. "Neglect" means the commission or omission of any of the acts specified under clauses (1) to (8), other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after

1. considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in their care;
4. failure to ensure that the child is educated as defined in sections 120A.22 and 260C.163, subdivision 11, which does not include a parent's refusal to provide the parent's child with sympathomimetic medications, consistent with section 125A.091, subdivision 5;
5. prenatal exposure to a controlled substance, as defined in section 253B.02, subdivision 2, used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect, as defined in section 260C.007, subdivision 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the child's care that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable

effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

B. Nothing in this chapter shall be construed to mean that a child is neglected solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.
C. This chapter does not impose upon persons not otherwise legally responsible for providing a child with necessary food, clothing, shelter, education, or medical care a duty to provide that care.

Physical abuse (Minnesota Statutes, section 260E.03, subd. 18)

A. "Physical abuse" means any physical injury, mental injury under subdivision 13, or threatened injury under subdivision 23, inflicted by a person responsible for the child's care on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized under section 125A.0942 or 245.825.
B. Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by section 121A.582.
C. For the purposes of this subdivision, actions that are not reasonable and moderate include, but are not limited to, any of the following:

1. throwing, kicking, burning, biting, or cutting a child;
2. striking a child with a closed fist;
3. shaking a child under age three;
4. striking or other actions that result in any nonaccidental injury to a child under 18 months of age;
5. unreasonable interference with a child's breathing;
6. threatening a child with a weapon, as defined in section 609.02, subdivision 6;
7. striking a child under age one on the face or head;
8. striking a child who is at least age one but under age four on the face or head, which results in an injury;
9. purposely giving a child:
    a. poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner in order to control or punish the child; or
    b. other substances that substantially affect the child's behavior, motor coordination, or judgment; that result in sickness or internal injury; or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
10. unreasonable physical confinement or restraint not permitted under section 609.379, including but not limited to tying, caging, or chaining; or
11. in a school facility or school zone, an act by a person responsible for the child's care that is a violation under section 121A.58.

Sexual abuse (Minnesota Statutes, section 260E.03, subd. 20)
"Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child, or by a person in a current or recent position of authority, to any act that constitutes a violation of section 609.342 (criminal sexual conduct in the first degree), 609.343 (criminal sexual conduct in the second degree), 609.344 (criminal sexual conduct in the third degree), 609.345 (criminal sexual conduct in the fourth degree), 609.3451 (criminal sexual conduct in the fifth degree), or 609.352 (solicitation of children to engage in sexual conduct; communication of sexually explicit materials to children).

Sexual abuse also includes any act involving a child that constitutes a violation of prostitution offenses under sections 609.321 to 609.324 or 617.246. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes child sex trafficking as defined in section 609.321, subdivisions 7a and 7b.
Sexual abuse includes threatened sexual abuse, which includes the status of a parent or household member who has committed a violation that requires registration as an offender under section 243.166, subdivision 1b, paragraph (a) or (b), or required registration under section 243.166, subdivision 1b, paragraph (a) or (b).

Substantial child endangerment (Minnesota Statutes, section 260E.03, subd. 22)
"Substantial child endangerment" means that a person responsible for a child's care, by act or omission, commits or attempts to commit an act against a child under their care that constitutes any of the following:

1. egregious harm under subdivision 5;
2. abandonment under section 260C.301, subdivision 2;
3. neglect under subdivision 15, paragraph (a), clause (2), that substantially endangers the child's physical or mental health, including a growth delay, which may be referred to as failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
4. murder in the first, second, or third degree under section 609.185, 609.19, or 609.195;
5. manslaughter in the first or second degree under section 609.20 or 609.205;
6. assault in the first, second, or third degree under section 609.221, 609.222, or 609.223;
7. solicitation, inducement, and promotion of prostitution under section 609.322;
8. criminal sexual conduct under sections 609.342 to 609.3451;
9. solicitation of children to engage in sexual conduct under section 609.352;
10. malicious punishment or neglect or endangerment of a child under section 609.377 or 609.378;
11. use of a minor in sexual performance under section 617.246; or
12. parental behavior, status, or condition that mandates that the county attorney file a termination of parental rights petition under section 260C.503, subdivision 2.

Threatened injury (Minnesota Statutes, section 260E.03, subd. 23)

A. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.
B. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care, as defined in subdivision 17, who has:

a. subjected a child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under subdivision 5 or a similar law of another jurisdiction;
b. been found to be palpably unfit under section 260C.301, subdivision 1, paragraph (b), clause (4), or a similar law of another jurisdiction;
c. committed an act that resulted in an involuntary termination of parental rights under section 260C.301, or a similar law of another jurisdiction; or
d. committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative under Minnesota Statutes 2010, section 260C.201, subdivision 11, paragraph (d), clause (1), section 260C.515, subdivision 4, or a similar law of another jurisdiction.

C. A child is the subject of a report of threatened injury when the local welfare agency receives birth match data under section 260E.14, subdivision 4, from the Department of Human Services.

The mandated reporting policy must be provided to parents of all children at the time of enrollment in the child care program and must be made available upon request.

C-10.1 & PHR-60.1 Policy Date: 06-10-2002
Revised Date: 08-19-2013
Revised Date: 09-09-2013
Revised Date: 05-26-2015
Revised Date: 07-20-2015
Revised Date: 10-05-2023

Temporary Service Suspension Policy

Program Name: AccuKare, Inc.

I. Policy

It is the policy of this DHS licensed provider, AccuKare (program), to ensure our procedures for temporary service suspension promote continuity of care and service coordination for persons receiving services.

II. Procedures

A. This program will limit temporary service suspension to the following situations:

1. The person's conduct poses an imminent risk of physical harm to self or others and either:
    a. positive support strategies have been implemented to resolve the issues leading to the temporary service suspension but have not been effective and additional positive support strategies would not achieve and maintain safety; or
    b. less restrictive measures would not resolve the issues leading to the suspension; OR
2. The person has emergent medical issues that exceed the license holder's ability to meet the person's needs; OR
3. The program has not been paid for services.

B. Prior to giving notice of temporary service suspension, the program must document actions taken to minimize or eliminate the need for service suspension.

1. Action taken by the program must include , at a minimum:
    a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to issuance of the notice; and
    b. A request to the case manager for intervention services identified, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.
2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person's team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

C. The notice of temporary service suspension must meet the following requirements:
1. This program must notify the person or the person's legal representative and the case manager in writing of the intended temporary service suspension.
2. If the temporary service suspension is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including and ICF/DD, the program must also notify the Commissioner in writing. DHS notification will be provided by fax at 651-431-7406.

3. Notice of temporary service suspension must be given on the first day of the service suspension.
4. The written notice service suspension must include the following elements:
    a. The reason for the action;
    b. A summary of actions taken to minimize or eliminate the need for temporary service suspension; and
    c. Why these measures failed to prevent the suspension.
5. During the temporary suspension period the program must:
    a. Provide information requested by the person or case manager;
    b. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care; and
    c. Maintain information about the service suspension, including the written notice of temporary service suspension in the person's record.

D. A person has the right to return to receiving services during or following a service suspension with the following conditions.

1. Based on a review by the person's support team or expanded support team, the person no longer poses an imminent risk of physical harm to self or others, the person has a right to return to receiving services.
2. If, at the time of the service suspension or at any time during the suspension, the person is receiving treatment related to the conduct that resulted in the service suspension, the support team or expanded support team must consider the recommendation of the licensed health professional, mental health professional, or other licensed professional involved in the person's care or treatment when determining whether the person no longer poses an imminent risk of physical harm to self or others and can return to the program.
3. If the support team or expanded support team makes a determination that is contrary to the recommendation of a licensed professional treating the person, the program must document the specific reasons why a contrary decision was made.

Policy reviewed and authorized by:

Karla R Adams, President — Signature on File

Print Name & Title — Signature

Date of last policy review: 5/17/2018 Date of last policy revision: 5/17/2018

Legal Authority: MS §§ 245D.10, subd. 3

C-26 & PHR-99 Policy Date: 09-09-2013
Revised Date: 07-20-2015
Revised Date: 05-17-2018
Revised Date: 10-05-2023

Service Termination Policy

Program Name: AccuKare, Inc.

I. Policy

The purpose of this policy is to establish notification procedures for service termination including terminations due to an administrative action or a serious operational event. It is the intent of the company to ensure continuity of care and service coordination between members of the support team including, but not limited to the participants, participant representatives and/or legal representatives, their consultation services provider, other service or health care providers, and/or people supporting the participant.

II. Procedures

A. Written notice will be provided at least 30 calendar days before the proposed services termination is to become effective, except in cases where:
   1. The participant engages in conduct that significantly alters the terms of the CFSS service delivery plan with the agency-provider;
   2. The participant or other person at the setting where services are being provided engage in conduct that creates an imminent risk of harm to the support worker or other agency-provider staff; or
   3. An emergency or significant change in the participant's condition occurs within a 24-hour period that results in the participants' service needs exceeding the participant's identified needs in the current CFSS service delivery plan so that the agency-provider cannot safely meet the participants' needs.

B. This program must permit each person to remain in the program and must not terminate services unless:
   1. The termination is necessary for the person's welfare and the person's needs cannot be met in the facility;
   2. The safety of the person or others in the program is endangered and positive support strategies were attempted and have not achieved and effectively maintained safety for the person or others;
   3. The health of the person or others in the program would otherwise be endangered;
   4. The program has not been paid for services;
   5. The program ceases to operate; or
   6. The person has been terminated by the lead agency from waiver eligibility.

C. Prior to giving notice of service termination this program must document the actions taken to minimize or eliminate the need for termination.
   1. Action taken by the license holder must include, at a minimum:
      a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to the issuance of the notice; and

b. A request to the case manager for intervention services, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.
The request for intervention services will not be made for service termination notices issued because the program has not been paid for services.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person's team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

D. For service terminations necessary due to an administrative action or a serious operational event the following applies.

Administrative action means an action undertaken by the commissioner to sanction a provider or obtain monetary recovery under section 256B.064, suspend or revoke a provider's license under section 245A.07, or initiate a payment withhold under section 245.095 or 256B.064.

Serious operational events include insolvency, receivership, bankruptcy, abandonment, inability of a provider to safely operate, or any other circumstance disrupting the provider's ability to continue to provide services or operate a service setting.

The agency-provider will:

1. Notify each participant; each participant's responsible party, if applicable; the lead agency; and the commissioner as soon as possible but no later than 30 days before terminating services to each participant.
2. Fully cooperate with the commissioner and lead agency in supporting each participant in transitioning to another provider of each participant's choice.
3. Provide each participant with a copy of the *CFSS Rights and Responsibilities, DHS-6893R* and the *CFSS Participant Rights*.

E. The notice of service termination must meet the following requirements:
1. This program must notify the person or the person's legal representative and the case manager in writing of the intended service termination.
2. If the service termination is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including an ICF/DD, the license holder must also notify the Department of Human Services in writing. DHS notification will be provided by fax at 651-431-7406.
3. The written notice of a proposed service termination must include all of the following elements:
    a. The reason for the action;

b. A summary of actions taken to minimize or eliminate the need for service termination or temporary service suspension, and why these measures failed to prevent the termination or suspension. A summary of actions is not required when service termination is a result of the when the program ceasing operation;
c. The person's right to appeal the termination of services under Minnesota Statutes, section 256.045, subdivision 3, paragraph (a); and
d. The person's right to seek a temporary order staying the termination of services according to the procedures in section 256.045, subdivision 4a or 6, paragraph (c).

4. The written notice of a proposed service termination, including those situations which began with a temporary service suspension, must be given before the proposed effective date of service termination.
    a. For those persons receiving intensive supports and services, the notice must be provided at least 60 days before the proposed effective date of service termination.
    b. For those persons receiving other services, the notice must be provided at least 30 days before the proposed effective date of service termination.
5. This notice may be given in conjunction with a notice of temporary service suspension.

F. When a participant initiates a request to terminate services with the agency-provider, the agency-provider must give the participant a written acknowledgement of the participant's service termination request that includes the date the request was received by the agency-provider and the requested date of termination.

G. During the service termination notice period, the program must:
    1. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care;
    2. Provide information requested by the person or case manager; and
    3. Maintain information about the service termination, including the written notice of intended service termination, in the person's record.

Policy reviewed and authorized by:

Karla R Adams, President — Signature on File

Print Name & Title — Signature

Date of last policy review: 8/27/2026 Date of last policy revision: 8/27/2026

Legal Authority: MS §§ 245D.10, subd. 3a

C-27 & PHR-110 Policy Date: 09-09-2013
Revised Date: 07-20-2015
Revised Date: 05-17-2018
Revised Date: 10-05-2023
Revised Date: 08-27-2026

Universal Precautions and Sanitary Practices Policy

I. Policy

It is the policy of this DHS licensed provider, AccuKare, to follow universal precautions and sanitary practices, including hand washing, for infection prevention and control, and to prevent communicable diseases.

II. Procedures

A. Universal precautions, sanitary practices, and prevention
Universal precautions apply to the following infectious materials: blood; bodily fluids visibly contaminated by blood; semen; and vaginal secretions. All staff are required to follow universal precautions and sanitary practices, including:

1. Use of proper hand washing procedure
2. Use of gloves in contact with infectious materials.
3. Use of a gown or apron when clothing may become soiled with infectious materials
4. Use of a mask and eye protection, if splashing is possible
5. Use of gloves and disinfecting solution when cleaning a contaminated surface
6. Proper disposal of sharps
7. Use of gloves and proper bagging procedures when handling and washing contaminated laundry

B. Control of communicable diseases (Reportable Infectious Diseases: Reportable Diseases A-Z - Minnesota Dept. of Health)(http://www.health.state.mn.us)
1. Staff will report any signs of possible infections or symptoms of communicable diseases that a person receiving services is experiencing to their Qualified Profession and/or AccuKare Manager.
2. When a person receiving services has been exposed to a diagnosed communicable disease, staff will promptly report to other licensed providers and residential settings.
3. Staff diagnosed with a communicable disease, may return to work upon direction of a health care professional.

Policy reviewed and authorized by:

Karla R Adams, President Signature on File

Print name & title Signature

Date of last policy review: 10/05/2023 Date of last policy revision: 10/05/2023

Legal Authority: MS §§ 245D.11, subd. 2 (1) and 245D.06, subd 2 (5)

PHR-113 Policy Date: 10-05-2023

Policy and Procedure on Prevention of Illness and Communicable Diseases

I. PURPOSE

The purpose of this policy is to provide procedures that will promote the health of support workers and the participants through sanitary practices.

II. POLICY

It is the policy of the agency-provider to minimize the transmission of illness, infections, and communicable diseases by practicing and using proper hygiene practices. Support workers will be educated on these procedures and general infection control procedures. This includes active methods to minimize the risk of contracting illness or disease through person to person contact or person to contaminated surface contact as well as universal precautions to prevent the spread of blood borne pathogens. All procedures contained within this policy are intended to minimize and prevent the spreading of infection and communicable diseases. If an infection or a communicable disease were to be identified, the company will follow the control and investigation practices and guidelines established by the U.S. Centers for Disease Control and Prevention, nationally recognized guidelines, and applicable federal and state regulations.

III. PROCEDURE

A. Care and sanitation
   1. Support workers will follow proper food handling and storage procedures including, but not limited to, using appropriate cooking temperatures, food storage containers, and refrigeration if helping a participant in this way.
   2. Food and drink will not be stored in areas where bodily fluids, hazardous materials, and harmful substances may be present (such as in bathrooms).
   3. Medications are stored according to the participant's *CFSS Service Delivery Plan*.

B. Infection control and blood borne pathogens
   1. Hand washing is the single most important practice for preventing the spread of disease and infection. Proper hand washing will be completed as a part of regular work practice and routine, regardless of the presence or absence of any recognized disease and infection. Support workers are also expected to assist participants to ensure regular hand washing according to the participant's needs.
   2. Gloves will be used as a barrier between hands and any potential source of infection. Gloves must be worn when contact with high-risk bodily fluids can be reasonably anticipated. Fresh gloves will be provided by the participant or participant's representative for support workers to use.
   3. Eye protection or gowns may be made available whenever splashes, drops, or higher volumes of high-risk bodily fluids are anticipated. This can include, but is not limited to, oral hygiene procedures and the cleanup of large amounts of high-risk bodily fluids. Personal protective equipment, if deemed necessary, is also to be provided to support workers by the participant or participant's representative.
   4. When handling linen and clothing contaminated with high-risk bodily fluids, employees will wear gloves at all times. Contaminated laundry will be cleaned in the washing machine and dried in the dryer separate from non-contaminated laundry.
   5. Employees are to use extreme, deliberate precautions in handling contaminated needles and sharps. Contaminated needles will not be bent or recapped. All needles and sharps will be disposed of in an appropriate sharps container.

C. Compliance
   1. Employees are responsible to adhere to universal precaution procedures. If there are obstacles to the implementation of universal precaution procedures, they will be immediately brought to the attention of a

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supervising professional at the agency-provider. The supervising professional will then develop and implement solutions as necessary.
2. At a minimum, gloves and disinfectants will be available at the participant's home and provided by them for support workers.
3. Support workers will receive training, at time of hire on universal precaution procedures, infection control, and blood borne pathogens.

D. Identification and investigation of U.S. Centers for Disease Control and Prevention identified infections or communicable diseases
   1. Support workers will monitor changes in the participant's physical, mental, and emotional condition if an infection or communicable disease is known.
   2. A supervising professional at the agency-provider will be contacted regarding the concern of possible infection or communicable disease and if necessary, a visit to the participant's licensed health care provider will be recommended.
   3. All practices and guidelines will be followed if provided by the licensed health care provider or the U.S. Centers for Disease Control and Prevention if an investigation is directed as a result of an identified infection or communicable disease and as directed by the *CFSS Service Delivery Plan*.

PHR-117 Policy Date: 08-27-2026

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Job Description for PCA

Title: Personal Care Assistant (PCA)
Supervisor: Qualified Professional
Job Responsibilities: Providing personal cares as per the care plan in place in accordance with all Department of Human Services (DHS) and agency standards.

Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc review of online documentation.

- Must be at least age 18 (applicants ages 16-17 meeting DHS criteria)
- Have the ability to commute to the client home.
- Pass a criminal background check required by the Department of Human Services.
- Complete required initial and ongoing training.
- Be able to lift 50 lbs. (or more if necessary for specific client assignment) and tolerate periods of repeated bending, stooping, etc. as necessary to meet the needs of individual clients.
- May not be a consumer of Personal Care Assistant services.
- May not be the client's spouse, parent, or stepparent (if under age 18), paid legal guardian of adult, legal guardian (if under age 18), or licensed foster provider.
- Successfully complete the following: "Individualized Personal Care Assistant Training"
- Maintain current Driver's License and car insurance on file with AccuKare (if client service plan allows for IADL's).
- Comply with AccuKare cell phone policy.

The PCA *MAY* do the following:

- Bowel and bladder care
- Bathing, grooming, hair washing, dressing, skin care.
- Transfers, positioning, turning, mobility, ambulation
- Range of motion and strengthening exercises to maintain the optimal level of functioning.
- Respiratory assistance, tracheotomy suctioning using a clean procedure (determined by RN) and only after training by an RN. Application and maintenance of prosthetics and orthotics.
- Assistance with food, nutrition, and diet activities, as deemed necessary by Assessment.
- Assistance with medication, per DHS PCA manual (NOT DISPENSING FROM THE BOTTLE).
- Cleaning medical equipment, cleaning in relationship to cares provided, assisting with instrumental activities of daily living as listed on the Assessment/Service Plan.
- Redirection, monitoring, assisting, and observing/prompting that are integral to the cares listed above for client completion and PCA insuring completed.
- Redirection and intervention for behaviors, including observation and monitoring.
- Interventions for seizure disorders as instructed by the Qualified Professional and Responsible Party, where applicable.
- Must maintain appropriate boundaries with the client by not becoming involved in personal life issues, utilizing the QP for collaboration in this area

NOTE: A PCA MAY ACCOMPANY A CLIENT OUTSIDE OF THEIR HOME TO PERFORM THE ABOVE SERVICES IF THE CLIENT'S HEALTH OR SAFETY WOULD BE JEOPARDIZED WITHOUT THE SERVICES.

PCA Initials_____

All above information is to be considered confidential
And is to be treated in accordance with agency policy.

The PCA may *NOT* do the following:

- May not dispense medication (dose measuring) nor inject any fluids/medications into veins, muscles, or skin.
- May not perform any sterile procedures including sterile dressing changes.
- May not perform any cares not listed in the Care Plan or Assessment/Service Plan or for which the PCA has not been trained.
- May not claim any time that was not actually spent performing the cares as per the Care Plan.
- May not bring their children to work.
- May not care for anyone other than the client while claiming time for working with the client. A PCA may NOT be responsible for or baby-sit for ANYONE while working as a PCA for the client.
- May not borrow, lend or exchange money, goods or services between employee and client.
- May not eat the client's food.
- May not submit a fraudulent timecard.
- May not provide services in the PCA's home, unless PCA lives with client.
- May not use the client's bank card, credit card, or EBT card.
- May not have in possession a key to client's home.
- May not transport client.

It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092 and 256B.49.

I have received a copy of this job description, understand its contents and will adhere to them.

Signature Title Date

Job Description for CFSS Direct Support Worker (DSW)

Title: CFSS Direct Support Worker (DSW)
Supervisor: Qualified Professional
Job Responsibilities: Providing personal cares as per the care plan in place in accordance with all Department of Human Services (DHS) and agency standards.

Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc review of online documentation.

- Must be at least age 18 (applicants ages 16-17 meeting DHS criteria)
- Have the ability to commute to the client home.
- Pass a criminal background check required by the Department of Human Services.
- Complete required initial and ongoing training.
- Be able to lift 50 lbs. (or more if necessary for specific client assignment) and tolerate periods of repeated bending, stooping, etc. as necessary to meet the needs of individual clients.
- Successfully complete the following: "CFSS Training and Test"
- Maintain current Driver's License and car insurance on file with AccuKare (if client service plan allows for IADL's).
- Comply with AccuKare cell phone policy.

The DSW *MAY* do the following:

- Bowel and bladder care
- Bathing, grooming, hair washing, dressing, skin care.
- Transfers, positioning, turning, mobility, ambulation
- Range of motion and strengthening exercises to maintain the optimal level of functioning.
- Respiratory assistance, tracheotomy suctioning using a clean procedure (determined by RN) and only after training by an RN. Application and maintenance of prosthetics and orthotics.
- Assistance with food, nutrition, and diet activities, as deemed necessary by Assessment.
- Assistance with medication, per DHS manual (NOT DISPENSING FROM THE BOTTLE).
- Cleaning medical equipment, cleaning in relationship to cares provided, assisting with instrumental activities of daily living as listed on the Assessment/Service Plan.
- Redirection, monitoring, assisting, and observing/prompting that are integral to the cares listed above for client completion and DSW insuring completed.
- Redirection and intervention for behaviors, including observation and monitoring.
- Interventions for seizure disorders as instructed by the Qualified Professional and Responsible Party, where applicable.
- Must maintain appropriate boundaries with the client by not becoming involved in personal life issues, utilizing the QP for collaboration in this area

NOTE: A DSW MAY ACCOMPANY A CLIENT OUTSIDE OF THEIR HOME TO PERFORM THE ABOVE SERVICES IF THE CLIENT'S HEALTH OR SAFETY WOULD BE JEOPARDIZED WITHOUT THE SERVICES.

DSW Initials_____

All above information is to be considered confidential and is to be treated in accordance with agency policy.

The DSW may *NOT* do the following:

- May not dispense medication (dose measuring) nor inject any fluids/medications into veins, muscles, or skin.
- May not perform any sterile procedures including sterile dressing changes.
- May not perform any cares not listed in the Care Plan or Assessment/Service Plan or for which the PCA has not been trained.
- May not claim any time that was not actually spent performing the cares as per the Care Plan.
- May not bring their children to work.
- May not care for anyone other than the client while claiming time for working with the client. A DSW may NOT be responsible for or baby-sit for ANYONE while working as a DSW for the client.
- May not borrow, lend or exchange money, goods or services between employee and client.
- May not eat the client's food.
- May not submit a fraudulent timecard.
- May not provide services in the DsW's home, unless DSW lives with client.
- May not use the client's bank card, credit card, or EBT card.
- May not have in possession a key to client's home.
- May not transport client.

It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092 and 256B.49.

I have received a copy of this job description, understand its contents and will adhere to them.

Signature Title Date

All above information is to be considered confidential and is to be treated in accordance with agency policy.

Job Description for Homemaker

Title: Homemaker (HM)
Supervisor: Qualified Professional (Agency Social Worker or Nurse)

Job Responsibilities: Providing homemaking services as per the care plan in place in accordance with all Department of Human Services (DHS) and agency standards.

Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc. review of online documentation.

- Must be at least 16 years of age.
- Must have the ability to commute to the client home.
- Must be able to lift 50 lbs. and be able to sustain long periods of bending, stooping, squatting, kneeling, or standing.
- Must be able to pass a criminal background check.
- Must be able to complete initial and ongoing training.

The Home maker *MUST* do the following:

- Provide the homemaking duties as instructed by the supervisor.
- Maintain, minimally, every other week contact with the administration of AccuKare, Inc.
- Utilize supplies provided by the client or the agency only for the purpose of performing the job of Homemaker for that client.
- Utilize company standards regarding documentation.
- Only maintain the role of homemaker while being paid as a homemaker.
- Maintain appropriate boundaries with the clients/PCA by not becoming involved in personal life issues, utilizing the QP for collaboration in this area.
- Must also complete 24 hours of training within the first year of employment, and 6 hours annually thereafter.
- Maintain current Driver's License & Car Insurance on file with AccuKare (if client service plan allows errands/shopping)
- Comply with AccuKare cell phone policy.

The Homemaker may *NOT* do the following:

- May not perform any cares not listed in the Service Plan or County Case Manager's assessment or for which the Homemaker has not been trained.
- May not bring their children to work.
- May not care for or do homemaking duties for anyone other than the client while claiming time for assisting that client with their homemaking duties.
- May not be responsible for or baby-sit anyone while working for the client as a homemaker.
- May not borrow, lend, or exchange money, goods or services between employee and client.
- May not eat the client's food.

Homemaker Initials_____

All above information is to be considered confidential
And is to be treated in accordance with agency policy.

The Homemaker may *NOT* do the following continued:

- May not claim time for having performed duties that were not actually performed at the time claimed.
- May not perform any personal cares.
- May not submit a fraudulent timecard.
- May not use the client's bank card, credit card, or EBT card.
- May not have in possession a key to client's home.

It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092 and 256B.49.

I have received a copy of this job description, understand its contents and will adhere to them.

Signature Title Date

Job Description for In-home Respite

Title: Respite Direct Support Professional (DSP)
Supervisor: Qualified Professional

Job Responsibilities: Providing personal cares as per the care plan in place in accordance with all Department of Human Services (DHS) and agency standards. Short-term care services provided to a person when their primary caregiver is absent or needs relief.

Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc review of online documentation.

- Must be at least age 18 (applicants ages 16-17 meeting DHS criteria, under 18 not able to provide overnight care)
- Have the ability to commute to the client home.
- Pass a criminal background check required by the Department of Human Services.
- Complete required initial and ongoing training.
- Be able to lift 50 lbs. (or more if necessary for specific client assignment) and tolerate periods of repeated bending, stooping, etc. as necessary to meet the needs of individual clients.
- May not be the client's spouse, parent or stepparent, paid legal guardian of adult, legal guardian or licensed foster provider.

The Respite DSP *MAY* do the following:

- Bowel and bladder care
- Bathing, grooming, hair washing, dressing, skin care.
- Transfers, positioning, turning, mobility, ambulation.
- Range of motion and strengthening exercises to maintain the optimal level of functioning.
- Respiratory assistance, tracheotomy suctioning using a clean procedure (determined by RN) and only after training by an RN. Application and maintenance of prosthetics and orthotics.
- Assistance with food, nutrition, and diet activities, as deemed necessary by Assessment.
- Assistance with medication, per DHS PCA manual (NOT DISPENSING FROM THE BOTTLE).
- Cleaning medical equipment, cleaning in relationship to cares provided, assisting with instrumental activities of daily living as listed on the Assessment/Service Plan.
- Redirection, monitoring, assisting, and observing/prompting that are integral to the cares listed above for client completion and DSP insuring completed.
- Redirection and intervention for behaviors, including observation and monitoring.
- Interventions for seizure disorders as instructed by the Qualified Professional and Responsible Party, where applicable.
- Must maintain appropriate boundaries with the client by not becoming involved in personal life issues, utilizing the QP for collaboration in this area.
  NOTE: A PCA MAY ACCOMPANY A CLIENT OUTSIDE OF THEIR HOME TO PERFORM THE ABOVE SERVICES IF THE CLIENT'S HEALTH OR SAFETY WOULD BE JEOPARDIZED WITHOUT THE SERVICES.

  Respite DSP Initials_____

The Respite DSP may *NOT* do the following:

- May not dispense medication (dose measuring) nor inject any fluids/medications into veins, muscles or skin.
- May not perform any sterile procedures including sterile dressing changes.
- May not perform any cares not listed in the Care Plan or Assessment/Service Plan or for which the Respite DSP has not been trained.
- May not claim any time that was not actually spent performing the cares as per the Care Plan.
- May not bring their children to work.
- May not care for anyone other than the client while claiming time for working with the client. A Respite DSP may NOT be responsible for or baby-sit for ANYONE while working as a Respite DSP for the client.
- May not borrow, lend or exchange money, goods or services between employee and client.
- May not eat the client's food.
- May not submit a fraudulent timecard.
- May not provide services in the Respite DSP's home, unless Respite DSP lives with client.
- May not use the client's bank card, credit card, or EBT card.
- May not have in possession a key to client's home.

It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092 and 256B.49.

I have received a copy of this job description, understand its contents and will adhere to them.

Signature Title Date

Job Description for Individualized Home Support without Training (IHS)

Title: IHS Direct Support Professional (DSP)
Supervisor: Qualified Professional (Agency Social Worker or Nurse)
Job Responsibilities: Providing IHS without training services as per the care plan in place in accordance with all Department of Human Services (DHS) and agency standards.
Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc. review of online documentation.

- Must be at least 16 years of age.
- Must have the ability to commute to the client home.
- Must be able to lift 50 lbs. and be able to sustain long periods of bending, stooping, squatting, kneeling, or standing.
- Must be able to pass a criminal background check.
- Must be able to complete initial and ongoing training.

The IHS DSP *MUST* do the following:

- Provide the duties as documented in the care plan.
- Utilize supplies provided by the client or the agency only for the purpose of performing the job for that client.
- Utilize company standards regarding documentation.
- Maintain appropriate boundaries with the clients/PCA by not becoming involved in personal life issues, utilizing the QP for collaboration in this area.
- Complete initial and annual training.
- Maintain current Driver's License & Car Insurance on file with AccuKare.
- Comply with AccuKare cell phone policy.

The IHS DSP *May* do the following:

- Community participation
- Health, safety and wellness
- Household management
- Adaptive skills

The IHS DSP may *NOT* do the following:

- May not perform any cares not listed in the Service Plan or County Case Manager's assessment or for which the IHS DSP has not been trained.
- May not bring their children to work.
- May not care for or do duties for anyone other than the client while claiming time for assisting that client with their IHS DSP duties.
- May not be responsible for or baby-sit anyone while working for the client as an IHS DSP.
- May not borrow, lend, or exchange money, goods or services between employee and client.
- May not transport a client (PHR-52)

IHS DSP Initials_____

All above information is to be considered confidential and is to be treated in accordance with agency policy.

The IHS DSP may *NOT* do the following continued:

- May not claim time for having performed duties that were not actually performed at the time claimed.
- May not submit a fraudulent timecard.
- May not use the client's bank card, credit card, or EBT card.
- May not have in possession a key to client's home.

It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092 and 256B.49.

I have received a copy of this job description, understand its contents and will adhere to them.

Signature Title Date

Job Description for Individual Community Living Supports (ICLS)

Title: ICLS Direct Support Professional (DSP)
Supervisor: Qualified Professional (Agency Social Worker or Nurse)

Job Responsibilities: Providing ICLS without training services as per the care plan in place in accordance with all Department of Human Services (DHS) and agency standards.

Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc. review of online documentation.

- Must be at least 16 years of age.
- Must have the ability to commute to the client home.
- Must be able to lift 50 lbs. and be able to sustain long periods of bending, stooping, squatting, kneeling, or standing.
- Must be able to pass a criminal background check.
- Must be able to complete initial and ongoing training.

The ICLS DSP *MUST* do the following:

- Provide the duties as documented in the care plan.
- Utilize supplies provided by the client or the agency only for the purpose of performing the job for that client.
- Utilize company standards regarding documentation.
- Maintain appropriate boundaries with the clients by not becoming involved in personal life issues, utilizing the QP for collaboration in this area.
- Complete initial and annual training.
- Maintain current Driver's License & Car Insurance on file with AccuKare.
- Comply with AccuKare cell phone policy.

The ICLS DSP *May* do the following:

- Active cognitive support
- Adaptive support service
- ADL support
- Household management assistance
- Health, safety, and wellness
- Community living engagement

ICLS DSP Initials_____

The ICLS DSP may *NOT* do the following:

- May not perform any cares not listed in the Service Plan or County Case Manager's assessment or for which the ICLS DSP has not been trained.
- May not bring their children to work.
- May not care for or do duties for anyone other than the client while claiming time for assisting that client with their ICLS DSP duties.
- May not be responsible for or baby-sit anyone while working for the client as an ICLS DSP.
- May not borrow, lend, or exchange money, goods or services between employee and client.
- May not eat the client's food.
- May not transport a client (PHR-52)
- May not claim time for having performed duties that were not actually performed at the time claimed.
- May not submit a fraudulent timecard.
- May not use the client's bank card, credit card, or EBT card.
- May not have in possession a key to client's home.

It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092 and 256B.49.

I have received a copy of this job description, understand its contents and will adhere to them.

Signature Title Date

Job Description for Qualified Professional

Title: Qualified Professional
Supervisor: Agency Manager LSW/President RN
Qualifications: Registered Nurse or Licensed Social Worker
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc review of online documentation.

- Must be a currently Licensed Social Worker or Registered Nurse in the State of Minnesota.
- Must have the ability to commute to the client home.
- Must be able to lift 50 lbs and be able to sustain long periods of bending, stooping, squatting, kneeling, or standing.
- Must be able to pass a criminal background check.
- Must be able to complete initial and ongoing training.
- Must be able to utilize IT at the level needed to function in the role.
- Strong interpersonal face to face and phone interaction skills

Job responsibilities: Supervision of Personal Care Assistant (PCA) personnel via the following, but are not limited to:

1. Supervising of PCA services as per DHS guidelines in conjunction with the Agency Manager/President support.
2. Having, minimally, monthly supervision/contact with the recipient/ responsible party via a phone contact alternating with a home visit once the PCA has been placed and supervised closely for 2 weeks.
3. Communicating concerns regarding PCA levels of performance with AccuKare Inc.
4. Utilizing company procedures regarding documentation. Documentation for client charts including care plans and supervisory notes.
5. Communicating staffing needs to AccuKare Inc.
6. Adhering to agency policies and procedures regarding time card documentation/posting.
7. Attending training meetings as mandated by agency/DHS standards.

The agency, AccuKare Inc. may alter above said description as needed to ensure compliance with DHS standards and agency flow of systems. Addendums/rewrites will be introduced as needed for RN review and signature.

By signing below, you agree to adhere to the above description and are subject to agency discipline measures as warranted per the Employee Handbook.

Signature Title Date

All above information is to be considered confidential
And is to be treated in accordance with agency policy.

Job Description for Agency Manager

Title: Agency Manager
Supervisor: President of AccuKare Inc.
Qualifications:
You must have clearance from the Office of Inspector General of the United States Department of Health and Human Services per AccuKare, Inc review of online documentation.

- Must be at least 18 years of age.
- Must have the ability to commute to the client home.
- Must be able to lift 50 lbs and be able to sustain long periods of bending, stooping, squatting, kneeling, or standing.
- Must be able to pass a criminal background check.
- Must be able to complete initial and ongoing training.
- Must be able to utilize IT at the level that will be needed to function in the role.

Job Responsibilities: Supervision of Qualified Professionals and Personal Care Assistant (PCA) personnel via the following, but are not limited to:

1. Supervising of PCA services as per DHS guidelines (see attached).
2. Training coordination for Qualified Professionals and PCA/Homemaker staff.
3. Assisting and providing back-up support for Qualified Professionals.
4. Managing the DHS manual-inclusive of maintaining it current and up to date regarding bulletins and revisions.
5. Providing consultation for and opening of new cases.
6. Database managing.
7. Coordinating training for OSHA compliance regarding Blood-Borne Pathogens and Employee Right to Know as directed by management.
8. Ensuring all Service Agreements are requested and received as per DHS guidelines.
9. Consulting with management regarding policies and procedures within the scope of client care.
10. Direct supervision/co-supervision of Supervising Qualified Professionals and Office Staff
11. Collaborative interface with Human Resources/Office Manager regarding supervised persons' discipline.

The agency, AccuKare, Inc., may alter above said description as needed to ensure compliance with DHS standards and agency flow of systems. Addendums/rewrites will be introduced as needed for RN review and signature. By signing below, you agree to adhere to the above description and are subject to agency discipline measures as warranted per the Employee Handbook.

Signature Title Date

All above information is to be considered confidential
and is to be treated in accordance with agency policy JD-01